

<i>SERFF Tracking Number:</i>	<i>HUMA-126198723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Humana Insurance Company</i>	<i>State Tracking Number:</i>	<i>43200</i>
<i>Company Tracking Number:</i>	<i>AR-09-002</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001C Any Size Group - Other</i>
<i>Product Name:</i>	<i>CC2003</i>		
<i>Project Name/Number:</i>	<i>2009 Trend changes and additional buy down options/CC532 CC566 CC549</i>		

## Filing at a Glance

Company: Humana Insurance Company

Product Name: CC2003

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001C Any Size Group - Other

Filing Type: Form

SERFF Tr Num: HUMA-126198723 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 43200

Co Tr Num: AR-09-002

Author: Wendy Jeffries

Date Submitted: 08/11/2009

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 08/18/2009

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: 2009 Trend changes and additional buy down options

Project Number: CC532 CC566 CC549

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/18/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 08/18/2009

Created By: Wendy Jeffries

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Wendy Jeffries

Filing Description:

We respectfully submit for your review and approval on a general use basis the above referenced alternate forms utilizing the matrix element concept. These forms are for use in the large group and small group market with our Humana Insurance Company Policy Series: CC2003-P, Certificate series: CC2003-C contract/certificate. This is a maintenance filing to support 2009 trend changes. Deleted languages is denoted with 3 blue carets (^^^) and new language is in blue font. Please be advised that it is not our intent to use variability to reduce any benefits or provisions below any statutory or regulatory requirement.

Thank you for your attention to this filing. Should you have any questions, please do not hesitate to contact me at 1-800-664-4140, ext. 1783, via fax to 502-508-1783 or E-mail to [wjeffries@humana.com](mailto:wjeffries@humana.com).

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Sincerely,  
Wendy Jeffries

## Company and Contact

### Filing Contact Information

Wendy Jeffries, Regional Contract Analyst wjeffries@humana.com  
500 W. Main Street 502-580-1783 [Phone]  
Louisville, KY 40205

### Filing Company Information

Humana Insurance Company CoCode: 73288 State of Domicile: Wisconsin  
1100 Employers Boulevard Group Code: 119 Company Type: Life & Health  
Green Bay, WI 54344 Group Name: State ID Number:  
(800) 558-4444 ext. [Phone] FEIN Number: 39-1263473

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: Updates only to currently approved policy/certificate forms.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Humana Insurance Company	\$20.00	08/11/2009	29782369

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/18/2009	08/18/2009

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## Disposition

Disposition Date: 08/18/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HUMA-126198723 State: Arkansas

Filing Company: Humana Insurance Company State Tracking Number: 43200

Company Tracking Number: AR-09-002

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Filing Variability	Approved-Closed	Yes
<b>Form</b>	Requirements for Insurance Coverage	Approved-Closed	Yes
<b>Form</b>	Covered Expenses	Approved-Closed	Yes
<b>Form</b>	Limitations and Exclusions	Approved-Closed	Yes
<b>Form</b>	Eligibility and Effective Dates	Approved-Closed	Yes
<b>Form</b>	Glossary	Approved-Closed	Yes
<b>Form</b>	Domestic Partner Benefit Rider	Approved-Closed	Yes
	Amendment		
<b>Form</b>	Prescription Drug Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Medicare Companion Plan Amendment	Approved-Closed	Yes
<b>Form</b>	Variable Option Sheet	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number: 100600 04/09

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 08/18/2009	100600 04/09	Policy/Cont ract/Fratern al Certificate	Requirements for Insurance Coverage	Initial			003 PGN Pol ReqsforCvg 04-09 (a).pdf
Approved- Closed 08/18/2009	204000 05/05	Certificate	Covered Expenses	Initial			090 PAR CovExpGen 03-09 (a1).pdf
Approved- Closed 08/18/2009	211100AR 07/07	Certificate	Limitations and Exclusions	Initial			130 PAR LE 04-09 (a).pdf
Approved- Closed 08/18/2009	217000 04/09	Certificate	Eligibility and Effective Dates	Initial			140 PAR EligEffDt 04- 09 (a).pdf
Approved- Closed 08/18/2009	234000	Certificate	Glossary	Initial			260 PAR Glossary 04- 09 (a).pdf
Approved- Closed 08/18/2009	1200000 04/09	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Domestic Partner Benefit Rider Amendment	Initial			290 PAR R DomPart 04- 09 (a).pdf
Approved- Closed 08/18/2009	1800000 03/09	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Prescription Drug Benefit Rider	Initial			360 PGN RRx 03-09 (a3).pdf
Approved- Closed 08/18/2009	3005000 03/07	Certificate Amendmen t, Insert	Medicare Companion Plan Amendment	Initial			380 PAR A RSCompPlan 04-09 (a1).pdf

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	Page,		
	Endorseme		
	nt or Rider		
Approved- CC-VOS-	Certificate	Variable Option	Initial
Closed SCH1		Sheet	
08/18/2009 05/09			CC2003 PAR VOSS1 05-09 (a).pdf

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## [REQUIREMENTS FOR INSURANCE COVERAGE]

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### Eligibility

^^^The *policyholder* must indicate on the Employer Group Application the eligible classes of *employees* under this *policy*, if applicable, as defined below:

- An eligible class includes regular full-time *employees* in *active status*, if paid a salary or wage by the *employer* that meets *state* or *federal* minimum wage requirements.

[An eligible class may also include sole proprietors, partners, and corporate officers [if][:]^^^

- [The *employer* is a sole proprietorship, partnership or corporation[:]] [and]
- [The sole proprietor, partner or corporate officer is actively performing activities relating to the business, gains a livelihood from the sole proprietorship, partnership or corporation and meets the definition of *employee* as defined in the Certificate of Insurance][:.]
- [*Employees* who are in an eligible class must also [live] [or] [work] within the *service area* to be eligible for insurance under the *policyholder's group* insurance plan. [See attachment for *service area*.]]
- [The *policyholder's group* insurance plan may also provide coverage for retired *employees* and their *dependents*. [The retiree class will be eligible only if [the *policyholder* has [[26] or more] active *employees* enrolled in the plan(s),] the *policyholder* requests such coverage, and it is approved by *us*.]]
- Part-time *employees* and their *dependents* may be an eligible class only if the *policyholder* makes specific reference that part-time *employees* ^^^are included, and it is approved by *us*.
- The spouse or a child of an *employee* may be included in an eligible class as a *dependent* of the *employee* only if the *employee* is covered under this *policy*.

100600 04/09

### Date eligible

Each *policyholder's group* insurance plan may provide one of the following as the *eligibility date* for *employees* and *dependents* as provided by this *policy*. The ^^^ *policyholder* must ^^^ elect ^^^ the ^^^ *eligibility date* on the Employer Group Application. *Eligibility date* options include immediate *eligibility* or first of the month *eligibility* as outlined below.

100700 04/09

### Immediate eligibility

Each *employee* included in an eligible class on, or after, the date the *employer* becomes a *policyholder* will be eligible under this *policy* on that date^^^. The *employee* ^^^ must have completed the required *waiting period*, if any, as indicated on the Employer Group Application.



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## [REQUIREMENTS FOR INSURANCE COVERAGE (continued)]

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100800 04/09

### First of the month eligibility

Each *employee* included in an eligible class after the date the *employer* becomes a *policyholder* will be eligible under this *policy* on the first day of the next following calendar month, or on the first day of the next following calendar month after the completion of the **required** *waiting period*, if any, or as otherwise agreed to by the *policyholder* and *us*.

100900 04/09

**[Note:** Any *employee* who voluntarily terminates his or her insurance must satisfy a new *waiting period* in order to become insured again under the *policyholder's* plan. [However, if a person's insurance terminated because he or she was no longer considered to be in an eligible class, that person is not required to satisfy a new *waiting period* if he or she again becomes a member of an eligible class within **^^ [0-24] months** from the date his or her insurance terminated.]]

101000 04/09

### **^^^Enrollment**

Each *employee* must complete the **^^^** enrollment process to **^^^ enroll** for coverage **under the *policy* for themselves and their eligible *dependents*, if any, as outlined in the “Enrollment” provision within the “Eligibility and Effective Dates” section of the *certificate*.**

We reserve the right, based upon *our* underwriting procedures, to require an eligible *employee* and/or eligible *dependent* to submit evidence of health status. We will not use *health status-related factors* to decline medical coverage to an eligible *employee* or eligible *dependent*. We will administer this provision in a non-discriminatory manner.

101100 04/09

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## [COVERED EXPENSES]

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The "Covered Expenses" section describes the services that will be considered *covered expenses* under the *policy*. Benefits will be paid for such covered medical services for a *bodily injury* or *sickness*, or for specified [routine] [*preventive services*], on a *maximum allowable fee* basis and as shown on the Schedules of Benefits subject to any applicable:

- *Deductible*;
- *Copayment*;
- *Coinsurance* percentage;
- [Benefit allowance;] [and]
- Maximum benefit.

Refer to the "Limitations and Exclusions" section listed in this *certificate*. All terms and provisions of the *policy*, including the *preauthorization* requirements specified in this *certificate*, are applicable to *covered expenses*.

204000 05/05

### [Preventive services]

#### [Preventive services office visit]

*Covered expenses* include charges incurred for an office visit made to a *health care practitioner* for examinations and physicals to detect or prevent *sickness* [as recommended by the U.S. Preventive Services Task Force].]

#### Pediatric preventive services

*Covered expenses* include charges incurred by *you* for a *dependent* child for periodic preventive care review of such child's physical and emotional health from birth through 18 years of age, at approximately the following age intervals: birth, 2 weeks, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 2 years, 3 years, 4 years, 5 years, 6 years, 8 years, 10 years, 12 years, 14 years, 16 years, and 18 years. *Covered expenses* for each visit shall include the following services in keeping with prevailing medical standards:

- A medical history;
- Physical examination;
- Developmental assessment and anticipatory guidance;
- Appropriate laboratory tests; and
- Appropriate immunizations. Benefits for eligible immunizations shall be exempt from *copayment*, *coinsurance*, *deductible* or dollar limit provisions of the plan, if any.

204150AR

#### Preventive screenings and immunizations

*Covered expenses* include charges incurred by *you* for the following *preventive services* [as recommended by the United States Preventive Services Task Force]:

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## [COVERED EXPENSES (continued)]

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- [[Laboratory][,] [radiology] [and/or] [endoscopic] services to detect or prevent *sickness*.]
- [A baseline mammogram for a [female] *covered person* between the ages of [35] [and] [40] and an annual mammogram for a [female] *covered person* [40] [years of age or older].]
- [Routine pap smear.]
- [A prostate specific antigen (PSA) test for a male *covered person* [40] [years of age or older.]]
- Routine immunizations for *covered persons* through the age of 18. [TB tine tests and allergy desensitization injections are not considered routine immunizations.]
- [[Immunizations] [against influenza] [(flu shot)] [and] [pneumonia][,][as determined by us.]
- [Routine hearing screening.]
- [Routine vision screening (not including refractions).]

204200AR 07/07

### [Health care practitioner [home and] office services]

[We will pay the following benefits for *covered expenses* incurred by you for *health care practitioner* [home and] office visit charges. You must incur the *health care practitioner's* charges as the result of a *sickness* or *bodily injury*.]

### [Health care practitioner [home and] office visit]

[*Covered expenses* include:

- [[Home and] office visits for the diagnosis and treatment of a *sickness* or *bodily injury*. [(Excludes *outpatient surgery*.)]]
- [[Home and] office visits for prenatal care.]
- [[Home and] office visits for *diabetes self-management training*.]
- [Diagnostic laboratory [and radiology].]
- [Plain film radiology.]
- [*Advanced imaging*.]
- [*Nuclear medicine*.]
- [Allergy testing.]
- [Allergy serum.]
- [Allergy injections.]
- [Injections other than allergy.]
- [*Surgery*, including anesthesia.]
- [Second surgical opinions.]
- [[Chemotherapy][,] [radiation therapy][,] [and] [dialysis].]

[*Covered expenses* for *health care practitioner* office visit services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

204400 07/07

### [Hospital services]

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## [COVERED EXPENSES (continued)]

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[We will pay benefits for *covered expenses* incurred by you while *hospital confined* or for *outpatient* services. A *hospital confinement* must be ordered by a *health care practitioner*.

For *emergency care* benefits provided in a *hospital*, refer to the "Emergency Services" provisions of the "Covered Expenses" section.]

### **Hospital inpatient services**

*Covered expenses* include:

- Daily semi-private, ward, intensive care or coronary care *room and board* charges for each day of *confinement*. [Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while a registered bed patient.]
- Services and supplies, other than *room and board*, provided by a *hospital* to a registered bed patient.
- Inpatient services for a minimum of 48 hours following a mastectomy unless earlier discharge is consented to by the *covered person* and the attending *health care practitioner*.

### **[Health care practitioner inpatient services [when provided in a hospital]]**

Services which are payable as a *hospital* charge are not payable as a *health care practitioner* charge.

*Covered expenses* include:

- Medical services furnished by an attending *health care practitioner* to you while you are *hospital confined*.
- *Surgery* performed on an *inpatient* basis. [If several *surgeries* are performed during one operation, we will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure we will pay:
  - [0-100%] of *maximum allowable fee* for the secondary procedure; and
  - [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, we will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]

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## [COVERED EXPENSES (continued)]

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- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant to a *surgery*.
- Consultation charges requested by the attending *health care practitioner* during a *hospital confinement*. [The benefit is limited to [one – unlimited] consultation[s] by any one consultant per specialty during a *hospital confinement*.]
- Services of a pathologist.
- Services of a radiologist.
- Services performed on an emergency basis in a *hospital* if the *sickness* or *bodily injury* being treated results in a *hospital confinement*.]

### [[Hospital] outpatient services

*Covered expenses* include *outpatient* services and supplies, as outlined in the following provisions, provided in[:]

- A *hospital's outpatient* department[:] [or]
- [An *ambulatory surgical center*][:] [or]
- [A *free-standing facility*].

[*Covered expenses* provided in a *hospital's outpatient* department will not exceed the average semi-private room rate when *you* are in *observation status*.]

### [[Hospital] outpatient surgical services

*Covered expenses* include[:]

- Services provided in a *hospital's outpatient* department in connection with *outpatient surgery*.
- [Services provided in an *ambulatory surgical center* in connection with *outpatient surgery*.]

### [Health care practitioner outpatient services [when provided in a hospital [or ambulatory surgical center]]

Services which are payable as a *hospital* [or *ambulatory surgical center*] charge are not payable as a *health care practitioner* charge.

*Covered expenses* include:

- *Surgery* performed on an *outpatient* basis. [If several *surgeries* are performed during one operation, *we* will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure *we* will pay:
  - [0-100%] of *maximum allowable fee* for the secondary procedure; and

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## [COVERED EXPENSES (continued)]

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- [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, *we* will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant for a *surgery*.
- Services of a pathologist.
- Services of a radiologist.

[*Covered expenses for health care practitioner outpatient services* do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

### [Hospital] outpatient non-surgical services

*Covered expenses* include[:]

- Services provided in a *hospital's outpatient* department in connection with non-surgical services.
- [Services provided in a *free-standing facility* in connection with non-surgical services.]
- Services provided for laboratory and pathological tests, x-rays, chemotherapy, radiation treatment and renal dialysis.

[*Covered expenses for hospital non-surgical services* do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

### [[Hospital] [outpatient] advanced imaging

*We* will pay benefits for *covered expenses* incurred by *you* for [outpatient] *advanced imaging* [in a *hospital's outpatient* department] [or] [in a *free-standing facility*].]

### [[Hospital] [outpatient] [plain film] radiology

*We* will pay benefits for *covered expenses* incurred by *you* for [outpatient] [plain film] radiology [in a *hospital's outpatient* department] [or] [in a *free-standing facility*].]

### [[Hospital] [outpatient] nuclear medicine

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## [COVERED EXPENSES (continued)]

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We will pay benefits for *covered expenses* incurred by you for [outpatient] nuclear medicine [in a hospital's outpatient department] [or] [in a free-standing facility].]

205450AR 07/07

### Pregnancy and newborn benefit

We will pay benefits for *covered expenses* incurred by a [covered person] [covered employee or covered dependent] [spouse]] for a pregnancy.

*Covered expenses* include:

- A minimum stay of 48 hours following an uncomplicated vaginal delivery and 96 hours following an uncomplicated cesarean section. If an earlier discharge is consistent with the most current protocols and guidelines of the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics and is consented to by the mother and the attending *health care practitioner*, a post-discharge office visit to the *health care practitioner* or a home health care visit within the first 48 hours after discharge is also covered, subject to the terms of this *certificate*.
- For a newborn, [hospital confinement during the first 48 hours or 96 hours following birth, as applicable and listed above] for:
  - Hospital charges for routine nursery care;
  - The *health care practitioner's* charges for circumcision of the newborn child; and
  - The *health care practitioner's* charges for routine examination of the newborn before release from the hospital.
- If the covered newborn must remain in the hospital past the mother's *confinement*, services and supplies received for:
  - A *bodily injury* or *sickness*;
  - Care and treatment for premature birth; and
  - Medically diagnosed birth defects and abnormalities.

*Covered expenses* also include *cosmetic surgery* specifically and solely for:

- Reconstruction due to *bodily injury*, infection or other disease of the involved part; or
- Congenital disease or anomaly of a covered *dependent* child which resulted in a *functional impairment*.

[The newborn will [not] be required to satisfy a separate [deductible] [and]/[or] [copayment] for hospital facility charges for the *confinement* period immediately following birth.] [A [deductible] [and]/[or] [copayment]], if applicable, ] will be required for any subsequent *hospital admission*.]

205500 03/09

### [Emergency services]

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## [COVERED EXPENSES (continued)]

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[We will pay benefits for *covered expenses* incurred by *you* for *emergency care*, including the treatment and stabilization of an emergency medical condition. [*Covered expenses* include medical screening examinations provided in a *hospital* emergency facility to determine whether a medical emergency condition exists.]

[*Emergency care* provided by a *non-network hospital* or a *non-network health care practitioner* will be covered at the *network provider* benefit percentage, subject to the *maximum allowable fee*.] [*Non-network providers* have not agreed to accept discounted or negotiated fees, and may bill *you* for charges in excess of the *maximum allowable fee*.] [*You* may be required to pay any amount not paid by *us*.]

*Covered expenses* also include *health care practitioner* services for *emergency care*, including the treatment and stabilization of an emergency medical condition, provided in a *hospital* emergency facility. These services are subject to the terms, conditions, limitations, and exclusions of the *policy*.

[*Covered expenses* for emergency services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

### [Authorized non-network hospital and health care practitioner services]

[*Covered expenses* incurred by *you* for authorized *non-network hospital* services and authorized *non-network health care practitioner* services will be payable at the *network provider* benefit percentage when the services cannot be obtained through *network providers*.

[*Covered expenses* incurred by out-of-area *covered persons* will be payable at the *network provider* benefit percentage.]]

205700 07/07

### Ambulance

We will pay benefits for *covered expenses* incurred by *you* for professional *ambulance* service to, from or between medical facilities [for *emergency care*].

[*Ambulance* service for *emergency care* provided by a *non-network provider* will be covered at the *network provider* benefit percentage, subject to the *maximum allowable fee*.] [*Non-network providers* have not agreed to accept discounted or negotiated fees, and may bill *you* for charges in excess of the *maximum allowable fee*.] [*You* may be required to pay any amount not paid by *us*.]

205750 05/05

### [Ambulatory surgical center]

[We will pay benefits for *covered expenses* incurred by *you* for services provided in an *ambulatory surgical center* [for the utilization of the facility] [and] [ancillary services] in connection with *outpatient surgery*.]



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## [COVERED EXPENSES (continued)]

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### [Health care practitioner outpatient services when provided in an ambulatory surgical center]

Services which are payable as an *ambulatory surgical center* charge are not payable as a *health care practitioner* charge.

*Covered expenses* include:

- *Surgery* performed on an *outpatient* basis. [If several *surgeries* are performed during one operation, *we* will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure *we* will pay:

- [0-100%] of *maximum allowable fee* for the secondary procedure; and
- [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, *we* will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant to a *surgery*.
- Services of a pathologist.
- Services of a radiologist.

[*Covered expenses* for *health care practitioner outpatient* services provided in an *ambulatory surgical center* do not include [advanced imaging][,] [or] [nuclear medicine] [or [plain film] radiology].]  
205800 07/07

### Durable medical equipment [and diabetes equipment]

*We* will pay benefits for *covered expenses* incurred by *you* for [medically necessary] *durable medical equipment* [and *diabetes equipment*]. At *our* option, *covered expense* includes the purchase or rental of *durable medical equipment* [or *diabetes equipment*]. If the cost of renting the equipment is more than *you* would pay to buy it, only the cost of the purchase is considered to be a *covered expense*. In either case, total *covered expenses* for *durable medical equipment* [or *diabetes equipment*] shall not exceed its purchase price. In the event *we* determine to purchase the *durable medical equipment* [or *diabetes equipment*], any amount paid as rent for such equipment will be credited toward the purchase price.

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## [COVERED EXPENSES (continued)]

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[We will pay benefits for *covered expenses* incurred by *you* for oxygen and rental of equipment for its administration.]

[We do not pay for equipment or devices not specifically designed and intended for the care and treatment of a *sickness* or *bodily injury*.]

[The following are not considered *covered expenses*:

- [Repair or maintenance of the *durable medical equipment* [or *diabetes equipment*];] [or]
- [Duplicate or similar rentals or purchases of *durable medical equipment* [or *diabetes equipment*] as determined by *us*.]

205900 05/05

### [[Prosthetic[s]] [and] [orthotic[s]] [devices] [and] [supplies]]

We will pay benefits for *covered expenses* incurred by *you* for [initial] [prosthetic] [and] [orthotic] [devices] [and] [supplies][, including but not limited to limbs and eyes]. [Coverage will be provided for prosthetic devices necessary to restore the minimal basic function of a lost limb or eye.] [Replacement is a *covered expense* if due to pathological changes or growth.] [*Covered expense* includes repair of the prosthetic device if not covered by the manufacturer.]

[*Covered expense* includes casts, splints, trusses, crutches, orthotics and braces. Orthotics must be custom made [or custom fit and made] of rigid or semi-rigid material.]

[Regardless of indication, no coverage is provided for:

- [Fabric supports;]
- [Replacement orthotics and braces;]
- [Oral splints and appliances;] [or]
- [Dental splints and dental braces].]

205950 05/05

### [Free-standing facility services]

#### [[Free-standing outpatient non-surgical services]

We will pay benefits for *covered expenses* for services provided in a *free-standing facility* [for the utilization of the facility] [and] [ancillary services.]

[*Covered expenses* for outpatient non-surgical services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

#### [Health care practitioner services provided in a free-standing facility]

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## [COVERED EXPENSES (continued)]

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We will pay benefits for [outpatient] [non-surgical] services provided by a *health care practitioner* in a *free-standing facility*.]

### [Free-standing [outpatient] advanced imaging

We will pay benefits for *covered expenses* incurred by you for [outpatient] *advanced imaging* in a *free-standing facility*.]

### [Free-standing [outpatient] [plain film] radiology

We will pay benefits for *covered expenses* incurred by you for [outpatient] [plain film] radiology in a *free-standing facility*.]

### [Free-standing [outpatient] nuclear medicine

We will pay benefits for *covered expenses* incurred by you for [outpatient] *nuclear medicine* in a *free-standing facility*.]

206250 07/07

## Home health care

We will pay benefits for *covered expenses* incurred by you in connection with a *home health care plan*. All home health care services and supplies must be provided on a part-time or intermittent basis to you in conjunction with the approved *home health care plan*.

[The "Schedule of Benefits" shows the maximum number of visits allowed by a representative of a *home health care agency*, if any.] [A visit by any representative of a *home health care agency* of [two - eight] hours or less will be counted as one visit.]

Home health care *covered expenses* include:

- [Care provided by a *nurse*;]
- [[Physical,] [occupational,] [respiratory] [or] [speech] [therapy,] [medical social work] [and] [nutrition services]][:] [and]
- [[Medical appliances,] [equipment] [and] [laboratory services].]

Home health care *covered expenses* do not include:

- [Charges for mileage or travel time to and from the *covered person's* home;]
- [Wage or shift differentials for any representative of a *home health care agency*;]
- [Charges for supervision of *home health care agencies*;]
- [Charges for services of a home health aide;]
- [*Custodial care*;] or

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## [COVERED EXPENSES (continued)]

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- [The provision or administration of *self-administered injectable drugs*, unless otherwise determined by us.]  
206300 03/09

### Hospice

We will pay benefits for *covered expenses* incurred by you for a *hospice care program*. A *health care practitioner* must certify that the *covered person* is terminally ill with a life expectancy of [six – 24] months or less.

[If the above criteria is not met, no benefits will be payable under the *policy*.]

Hospice care benefits are payable as shown on the "Schedule of Benefits" for the following hospice services, subject to the *individual [lifetime] maximum benefit* and any other maximum(s):

- *Room and board* at a hospice[, when it is for management of acute pain or for an acute phase of chronic symptom management];
- Part-time nursing care provided by or supervised by a registered nurse (R.N.) [for up to] [one - 12] [hours in any one day];
- [Counseling for the terminally ill *covered person* and his/her immediate covered family members by a licensed:
  - Clinical social worker; or
  - Pastoral counselor.]

[This counseling is limited to a total of [one - 20] family session[s].] [This counseling must be provided within [3-24] months following the *covered person's* death.]

- Medical social services provided to the terminally ill *covered person* or his/her immediate covered family members under the direction of a *health care practitioner*, including:
  - Assessment of social, emotional and medical needs, and the home and family situation; and
  - Identification of the community resources available.
- Psychological and dietary counseling;
- [Physical therapy;]
- Part-time home health aide services [for up to [one – 12] hours in any one day]; and
- Medical supplies, drugs, and medicines prescribed by a *health care practitioner* for *palliative care*.

Hospice care *covered expenses* do not include:

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## [COVERED EXPENSES (continued)]

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- A *confinement* not required for acute pain control or other treatment for an acute phase of chronic symptom management;
- Services by volunteers or persons who do not regularly charge for their services; [and]
- Services by a licensed pastoral counselor to a member of his or her congregation. These are services in the course of the duties to which he or she is called as a pastor or minister[.]; [and]
- [Bereavement counseling services for family members not covered under this *policy*].

206400 05/05

### **In-vitro fertilization benefit**

We will pay benefits for *covered expenses* incurred by *you* for in-vitro fertilization procedures. Benefits will be subject to the following:

- *Your* oocytes are fertilized with the sperm of *your* spouse; and
  - *You* and *your* spouse have a history of unexplained infertility of at least two years' duration; or
  - The infertility is associated with one or more of the following medical conditions:
    - Endometriosis;
    - Exposure in utero to Diethylstilbestrol, commonly known as DES;
    - Blockage of or removal of one or both fallopian tubes (lateral or bilateral salpingectomy) not as a result of voluntary sterilization; or
    - Abnormal male factors contributing to the infertility; and
- The in-vitro fertilization procedures are performed at a medical facility, licensed or certified by the Arkansas Department of Health as an in-vitro fertilization clinic. If no such facility is licensed or certified in this state or no such licensing program is operational, then coverage will be provided for such procedures performed at a facility that conforms to the American College of Obstetricians and Gynecologists' guidelines for in-vitro fertilization.
- *You* have been unable to obtain successful pregnancy through any less costly applicable infertility treatment for which coverage is unavailable under this *policy*.

Cryopreservation, the procedure whereby the embryos are frozen for later implantation, is included as an in-vitro fertilization procedure.

206450AR

### **Jaw joint benefit**

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## [COVERED EXPENSES (continued)]

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We will pay benefits for *covered expenses* incurred by *you* during a plan of treatment for any jaw joint problem, including [temporomandibular joint disorder,] [craniomaxillary disorder,] [craniomandibular disorder,] [head and neck neuromuscular disorder] [or] [other conditions of the joint linking the jaw bone and the skull,] subject to the maximum benefit shown on the "Schedule of Benefits", if any. [Expenses covered under this jaw joint benefit are not covered under any other provision of this *certificate*.]

The following are *covered expenses*:

- [A single examination including a history, physical examination, muscle testing, range of motion measurements, and psychological evaluation, as necessary;]
- [Diagnostic x-rays;]
- [Physical therapy of necessary frequency and duration, limited to a multiple modality benefit when more than one therapeutic treatment is rendered on the same date of service;]
- [Therapeutic injections;]
- [Appliance therapy utilizing an appliance which does not permanently alter tooth position, jaw position or bite. Benefits for reversible appliance therapy will be based on the *maximum allowable fee* for use of a single appliance, regardless of the number of appliances used in treatment. The benefit for the appliance therapy will include an allowance for all jaw relation and position diagnostic services, office visits, [adjustments,] training, repair, and replacement of the appliance;] [and]
- [Surgical procedures][.]

*Covered expenses* do not include charges for:

- Computed Tomography (CT) scans or magnetic resonance imaging except in conjunction with surgical management;
- Electronic diagnostic modalities;
- Occlusal analysis; or
- Any irreversible procedure, including, but not limited to: orthodontics, occlusal adjustment, crowns, onlays, fixed or removable partial dentures, full dentures.

206500 05/05

### Physical medicine and rehabilitative services benefit

We will pay benefits for *covered expenses* incurred by *you* for the following physical medicine and/or rehabilitative services for a documented *functional impairment*[,][or] pain, [or developmental defect] as ordered by a *health care practitioner* and performed by a *health care practitioner*:

- [Physical therapy services;]
- [Occupational therapy services;]
- [Spinal manipulations<sup>^^</sup>/adjustments [without anesthesia] <sup>^^</sup>[performed in a *health care practitioner's* office[,] [or] on an *inpatient* or *outpatient* basis [or in a *rehabilitation facility*]];
- [Speech therapy or speech pathology services;]

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## [COVERED EXPENSES (continued)]

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- [Audiology services;]
- [Cognitive rehabilitation services;]
- [Respiratory or pulmonary therapy services;] [and]
- [Cardiac rehabilitation services][.]

The "Schedule of Benefits" shows the maximum number of visits for physical medicine and/or rehabilitative services, if any.

206600 03/09

### Skilled nursing facility

We will pay benefits for *covered expenses* incurred by *you* for charges made by a *skilled nursing facility* for *room and board*, and services and supplies. *Your confinement* to a *skilled nursing facility* must be based upon a written recommendation of a *health care practitioner*.

[The "Schedule of Benefits" shows the maximum length of time for which *we* will pay benefits for charges made by a *skilled nursing facility*, if any.]

206800 05/05

### Urgent care services

We will pay benefits for *covered expenses* incurred by *you* for charges made by an *urgent care center* for *urgent care* services. *Covered expense* also includes *health care practitioner* services for *urgent care* provided at and billed by an *urgent care center*.

206900

### Additional [medical services] [covered expenses]

We will pay benefits for *covered expenses* incurred by *you* [based upon the location of the services and the type of provider] for:

- [Blood and blood plasma which is not replaced by donation; administration of the blood and blood products including blood extracts or derivatives.]
- [Oxygen and rental of equipment for its administration.]
- [Initial prosthetic devices or supplies, including but not limited to limbs and eyes. Coverage will be provided for prosthetic devices necessary to restore the minimal basic function of a lost limb or eye. Replacement is a *covered expense* if due to pathological changes or growth.] [*Covered expense* includes repair of the prosthetic device if not covered by the manufacturer.]
- [Cochlear implants, when approved by *us*, for a *covered person*:
  - 18 years of age or older with bilateral severe to profound sensorineural deafness; or
  - 12 months to 17 years of age with profound bilateral sensorineural deafness.

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## [COVERED EXPENSES (continued)]

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Replacement or upgrade of a cochlear implant and its external components may be a *covered expense* if:

- The existing device malfunctions and cannot be repaired;
  - Replacement is due to a change in the *covered person's* condition that makes the present device non-functional; or
  - The replacement or upgrade is not for cosmetic purposes.]
- [Casts, splints, trusses, [crutches,] [orthotics] and braces. [Orthotics must be custom made [or custom fit and made] of rigid or semi-rigid material.]]

[Regardless of indication, no coverage is provided for:

- Fabric supports;
  - [Replacement orthotics and braces;]
  - Oral splints and appliances; or
  - Dental splints and dental braces.]
- [The following special supplies, dispensed up to a [30-90 -day] supply, when prescribed by *your* attending *health care practitioner*:
    - Surgical dressings;
    - Catheters;
    - Colostomy bags, rings and belts; and
    - Flotation pads.]
  - [The initial pair of eyeglasses or contacts needed due to cataract *surgery* or an *accident* if the eyeglasses or contacts were not needed prior to the *accident*.]
  - [Dental treatment only if:
    - The charges are incurred for treatment of a *dental injury* to a *sound natural tooth*; [and]
    - The *pre-existing condition* exclusion period, if applicable, has been satisfied[;] [and][.]
    - [The treatment begins within [30 - 90] days after the date of the *dental injury*;] [and]
    - [The treatment is completed within [6 - 12] months after the date of the *dental injury*.]

However, benefits will be paid only for the least expensive service that will, in *our* opinion, produce a professionally adequate result.]

- [Certain oral surgical operations as follows:
  - Excision of partially or completely impacted teeth;
  - Excisions of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examinations;
  - Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
  - Reduction of fractures and dislocation of the jaw;
  - External incision and drainage of cellulitis;



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## [COVERED EXPENSES (continued)]

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- Incision of accessory sinuses, salivary glands or ducts;
  - Frenectomy (the cutting of the tissue in the midline of the tongue); and
  - Orthognathic surgery for a congenital anomaly, *bodily injury or sickness* causing a *^^functional impairment*.]
  - [Elective [vasectomy] [or] [tubal ligation].]
  - For a *covered person*, who is receiving benefits in connection with a mastectomy, service for:
    - Reconstructive *surgery* of the breast on which the mastectomy has been performed;
    - *Surgery* and reconstruction on the non-diseased breast to achieve symmetrical appearance; and
    - Prostheses and treatment of physical complications for all stages of mastectomy, including lymphedemas.
  - [Enteral formulas, *nutritional supplements and low protein modified foods* for use at home by a *covered person* that are prescribed or ordered by a *health care practitioner* and are for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU) [, unless otherwise covered in the Prescription Drug Benefit [Rider][, if any,] attached to this *policy*].]
  - Coverage for general anesthesia in connection with dental procedures, when performed in a hospital or ambulatory surgical facility and certified by a health care practitioner for:
    - A dependent under the age of 7;
    - A covered person with a serious mental condition or a significant behavioral problem; or
    - A covered person with a serious physical condition.
  - [Injections of drugs or medicines.]
  - [Private duty nursing [while *you* are *hospital confined*].]
- 207000AR 03/09

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## [LIMITATIONS AND EXCLUSIONS]

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### [Pre-existing condition limitation]

Health insurance benefits [are excluded] [are limited to the first [\$1 – \$10,000] of *covered expenses* incurred] for a *pre-existing condition* for [six – 12] consecutive months following *your enrollment date* [, 18 months for *late applicants*].

The exclusion does not apply to:

- Pregnancy;
- Genetic information in the absence of a diagnosis of the condition related to the information; or
- Newborn children before the age of 18 if they are covered under the *policy* within 90 days of the date of birth or date of placement for adoption.
- Children adopted before the age of 18 if they are covered under the *policy* within 60 days of the date of birth or date of placement for adoption.

The *pre-existing condition* limitation shall not be applied to *you* if *you* were continuously covered for an aggregate period of [6-12] months under *creditable coverage*.]

### [Portability of creditable coverage]

*You* are eligible for portability of *creditable coverage* if *your* coverage was continuous without a break of more than 63 days between the termination of coverage under *creditable coverage* and the *enrollment date* under the *policy*. The *pre-existing condition* exclusion period will be reduced by the number of days of coverage that *you* had under the *creditable coverage*.

The waiting period for a plan or policy is counted as *creditable coverage* and will not be counted toward determining whether there has been a 63-day break in coverage. For those eligible for trade adjustment assistance (TAA) under the 2002 Trade Act, the lapse between the loss of group coverage and the second COBRA election period will not be counted toward determining whether there has been a 63-day break in coverage.

If on a particular day *you* have *creditable coverage* from more than one source, all the *creditable coverage* on that day will be counted as one day.

### Notice

*You* must submit certification of *creditable coverage* to *us*. Upon request and authorization from *you*, *we* can contact *your* prior health plan(s) for *your creditable coverage* certification.]

211100AR 07/07

### [Other] [limitations and exclusions]

Unless specifically stated otherwise, no benefits will be provided for, or on account of, the following items:

211200 05/05

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [Treatments, services, supplies or *surgeries* that are not *medically necessary*[, except for the specified [routine] [*preventive services*] as outlined in the "Schedule of Benefits" and described in the "Covered Expenses" section of this *certificate*.]
- [A *sickness* or *bodily injury* arising out of, or in the course of, any employment for wage, gain or profit.]
- [A *sickness* or *bodily injury* which is covered under any Workers' Compensation or similar law. [This limitation also applies to a *covered person* who is not covered by Workers' Compensation and lawfully chose not to be.]]
- [Care and treatment given in a *hospital* owned or run by any government entity, unless *you* are legally required to pay for such care and treatment. However, care and treatment provided by military hospitals to *covered persons* who are armed services retirees and their *dependents* are not excluded.]  
211600 07/07
- [Any service furnished while *you* are confined in a *hospital* or institution owned or operated by the United States government or any of its agencies for any military service-connected *sickness* or *bodily injury*.]
- [Any service *you* would not be legally required to pay for in the absence of this insurance.]
- [*Sickness* or *bodily injury* for which *you* are in any way paid or entitled to payment or care and treatment by or through a government program.]
- [Any service not ordered by a *health care practitioner*.]  
212000 07/07
- [Private duty nursing.]
- [Services rendered by a standby physician, surgical assistant, assistant surgeon, physician assistant, registered nurse or certified operating room technician unless *medically necessary*.]
- [Any service which is not rendered or not substantiated in the medical records.]
- [Any expense incurred for services received outside of the United States while *you* are residing outside of the United States for more than [six months][90 days] in a *year* except as required by law for *emergency care* services.]
- [Education or training, except for *diabetes self-management training*.]
- [Educational or vocational therapy, testing, services or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded.]  
212600 07/07

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [Medical services provided by a *covered person's family member*.]

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- [*Ambulance* services for routine transportation to, from, or between medical facilities and/or a *health care practitioner's office*.]
- [Any drug, biological product, device, medical treatment, or procedure which is [*experimental*][,] [or] [*investigational*][,] [or for research purposes].]
- [Vitamins, dietary supplements, and dietary formulas, ^^except enteral formulas, **nutritional supplements or low protein modified food products** for the treatment of ^^an inherited metabolic disease^^, e.g. phenylketonuria (PKU)[, unless otherwise covered by a Prescription Drug Benefit [Rider] attached to the *policy*]].]
- [Over the counter, non-prescription medications.]  
213250 03/09
- [Immunizations required for foreign travel for a *covered person* of any age.]
- [Growth hormones (medications, drugs or hormones to stimulate growth) [unless there is a laboratory confirmed diagnosis of growth hormone deficiency,] [or as otherwise determined by *us*].]
- [Treatment of nicotine habit or addiction, [including, but not limited to,] [nicotine patches][,] [hypnosis][,] [smoking cessation classes] [or] [tapes].]
- [[Prescription drugs] [and] [*self-administered injectable drugs*][, unless administered to *you*]:
  - While an *inpatient* in a [*hospital*][,] [or] [*skilled nursing facility*][,] [or] [*health care treatment facility*][ ^^;] [or] [*residential treatment facility*];
  - **By the following, when deemed appropriate by *us*:**
    - ^^A *health care practitioner*:
      - ^^During an office visit; or
      - **While an *outpatient*; or**
    - ^^A *home health care agency* as part of a covered *home health care plan* [when approved by *us*].]

213700AR 03/09

- [[Hearing aids][,] [the fitting of hearing aids] [or] [advice on their care][;] [implantable hearing devices[, except for cochlear implants as otherwise stated in this *certificate*].]
- [Services received in an emergency room, unless required because of *emergency care*.]

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [Weekend non-emergency *hospital admissions*, specifically *admissions* to a *hospital* on a Friday or Saturday at the convenience of the *covered person* or his or her *health care practitioner* when there is no cause for an emergency *admission* and the *covered person* receives no *surgery* or therapeutic treatment until the following Monday.]
- [*Hospital inpatient* services when *you* are in *observation status*.]
- [[*Infertility services*, except for in-vitro fertilization as otherwise stated in this *certificate*] [;] [or] [reversal of elective sterilization].]

- [Surrogate parenting.]

214100AR 07/07

- [Sex change services, regardless of any diagnosis of gender role or psychosexual orientation problems.]
- [Services for the evaluation and treatment of sexual dysfunctions or inadequacies, regardless of the cause.]
- [No benefits will be provided for:
  - [Immunotherapy for recurrent abortion;]
  - [Chemonucleolysis;]
  - [Biliary lithotripsy;]
  - [Home uterine activity monitoring;]
  - [Sleep therapy;]
  - [Light treatments for Seasonal Affective Disorder (S.A.D.);]
  - [Immunotherapy for food allergy;]
  - [Prolotherapy;]
  - [Cranial banding, unless otherwise determined by us;]
  - [Hyperhydrosis surgery;]
  - [Lactation therapy;] [or]
  - [Sensory integration therapy][.]]

- [*Cosmetic surgery* [and cosmetic services or devices][,] [unless for reconstructive *surgery*]:
  - [Resulting from a *bodily injury*, infection or other disease of the involved part, when <sup>^^^a</sup>*functional impairment* is present[.][; or]]
  - [Resulting from congenital disease or anomaly of a covered *dependent* child which resulted in a <sup>^^^</sup>*functional impairment*.]

<sup>^^^</sup>Expenses incurred for reconstructive *surgery* performed due to the presence of a psychological condition are not covered, unless the condition(s) described above are also met.]]

- [[Hair prosthesis,] [hair transplants] [or] [implants][,] [and] [wigs].]

214400 03/09

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [[Dental services][,] [appliances] [or] [supplies] for treatment of the teeth, gums, jaws or alveolar processes, including but not limited to, any *oral surgery* or *periodontic surgery* and preoperative and postoperative care, implants and related procedures, orthodontic procedures, and any dental services related to a *bodily injury* or *sickness* unless otherwise stated in this *certificate*.]
- [The following types of care of the feet:
  - [Shock wave therapy of the feet;]
  - [The treatment of weak, strained, flat, unstable or unbalanced feet;]
  - [Hygienic care, and the treatment of superficial lesions of the feet, such as corns, calluses, or hyperkeratoses;]
  - [The treatment of tarsalgia, metatarsalgia, or bunion, except surgically;]
  - [The cutting of toenails, except the removal of the nail matrix; ]
  - [The provision of heel wedges, lifts, or shoe inserts;] [and]
  - [The provision of arch supports or orthopedic shoes, unless *medically necessary* because of diabetes or hammer toe].]
- [[*Custodial care*] [and] [*maintenance care*].]
- [Any loss contributed to, or caused by:
  - [War or any act of war, whether declared or not; ]
  - [Insurrection;] [or]
  - [Any conflict involving armed forces of any authority].]
- [*Sickness* or *bodily injury* caused by the *covered person's*:
  - [^^Engagement in an illegal occupation][;] [or]
  - [Commission of or an attempt to commit a criminal act].^^

This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), such as a *sickness* or *bodily injury* due to an act of domestic violence or a medical condition (including both physical and mental health conditions).]

214900 11/08

- [Expenses for any membership fees or program fees paid by *you*, including but not limited to [health clubs] [,] [health spas][,] [concierge] [or] [boutique physician programs] [,] [aerobic] [and] [strength conditioning][,] [work-hardening programs] [,] [and] [weight loss or surgical programs][;] [and any materials or products related to these programs].]
- [Surgical procedures for the removal of excess skin and/or fat in conjunction with or resulting from weight loss or a weight loss *surgery*.]
- [Expenses for services that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a *health care practitioner*) and certain medical devices including, but not limited to:

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [Common household items including [air conditioners][,] [air purifiers][,] [water purifiers][,] [vacuum cleaners][,] [waterbeds][,] [hypoallergenic mattresses or pillows] [or] [exercise equipment];]
- [Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps or modifications or additions to living/working quarters or transportation vehicles;]
- [Personal hygiene equipment including bath/shower chairs, transfer equipment or supplies or bed side commodes;]
- [Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, spas or saunas;]
- [Medical equipment including blood pressure monitoring devices, breast pumps, PUVA lights and stethoscopes;]
- [Communication system, telephone, television or computer systems and related equipment or similar items or equipment;]
- [Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.]]
- [Therapy and testing for treatment of allergies including, but not limited to, services related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization tests and/or treatment unless such therapy or testing is approved by:
  - The American Academy of Allergy and Immunology; or
  - The Department of Health and Human Services or any of its offices or agencies.]
- [Lodging accommodations or transportation.]  
215300 07/07
- [Communications or travel time.]
- [Any treatment, including but not limited to surgical procedures[:][,]
  - For obesity[, which includes *morbid obesity*][; or] [, unless qualified as *morbid obesity* and *medically necessary*.]
  - [For obesity[, which includes *morbid obesity*,] for the purpose of treating a *sickness* or *bodily injury* caused by, complicated by, or exacerbated by the obesity[, which includes *morbid obesity*][.]]
- [Sickness or *bodily injury* for which medical payment or expense coverage benefits are paid or payable under any homeowners, premises or any other similar coverage.]
- [Elective medical or surgical abortion unless:
  - The pregnancy would endanger the life of the mother; or
  - The pregnancy is a result of rape or incest; or
  - The fetus has been diagnosed with a lethal or otherwise significant abnormality.]

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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [[*Alternative medicine.*] [Services and supplies for: [acupressure,] [acupuncture,] [aromatherapy,] [ayurveda,] [biofeedback,] [faith healing,] [guided mental imagery,] [herbal medicine,] [holistic medicine,] [homeopathy,] [hypnosis,] [macrobiotics,] [massage therapy, ] [naturopathy,] [ozone therapy,] [reflexotherapy,] [relaxation response,] [rolfing,] [shiatsu,]] [and] [yoga,]] [and other forms of alternative medicine not specifically stated as a *covered expense*.]]

215800 07/07

- [Acupuncture, [unless:
  - [The treatment is [*medically necessary* and] appropriate and is provided within the scope of the acupuncturist's license;] [\[and\]](#)
  - [You are directed to the acupuncturist for treatment by a licensed physician; ] [and]
  - [The acupuncture is performed in lieu of generally accepted anesthesia practices].]]
- [Services rendered in a [premenstrual syndrome clinic] [or] [holistic medicine clinic].]
- [[Chiropractic services] [or] [spinal manipulations.]]
- [Services of a midwife[, unless provided by a Certified Nurse Midwife].]
- [Pregnancy [of a child] [other than a *dependent* daughter]. Any medical complications of pregnancy [, or for a pregnancy which is the result of rape or incest] are not excluded.]
- [Vision examinations or testing for the purposes of prescribing corrective lenses; orthoptic training (eye exercises); radial keratotomy, refractive keratoplasty or any other *surgery* or procedure to correct myopia, hyperopia or stigmatic error; or, the purchase or fitting of eyeglasses or contact lenses [(except as the result of an *accident* or following cataract *surgery* as stated in this *certificate*).]]

[216300 04/09](#)

- [Services and supplies which are:
  - Rendered in connection with mental illnesses not classified in the International Classification of Diseases of the U.S. Department of Health and Human Services; or
  - Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation.]
- [Marriage counseling.]
- [Services for pervasive development disorder.]
- [*Court-ordered behavioral health* services[.]], when such order is the result of, or arises out of a conduct by the *covered person* which is or would be criminal activity under the laws of the state or the Federal Government.]]
- [Expenses for employment, school, sport or camp physical examinations or for the purposes of obtaining insurance.]



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## [LIMITATIONS AND EXCLUSIONS (continued)]

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- [Expenses for care and treatment of non-covered procedures or services.]  
216650 07/07
- [Expenses for treatment of complications of non-covered procedures or services.]
- [[Expenses incurred for services prior to the *effective date* or after the termination date of *your* coverage under the *policy*.] [Coverage will be extended as described in the "Extension of Benefits" section, if such coverage is required by state law.]]
- [*Pre-surgical/procedural testing* duplicated during a *hospital confinement*.]  
216880AR 07/07

These limitations and exclusions apply even if a *health care practitioner* has performed or prescribed a medically appropriate procedure, treatment or supply. This does not prevent *your health care practitioner* from providing or performing the procedure, treatment or supply; however, the procedure, treatment or supply will not be a *covered expense*.  
216900 04/04

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## [ELIGIBILITY AND EFFECTIVE DATES]

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### Eligibility date

#### Employee eligibility date

The *employee* is eligible for coverage on the date:

- The eligibility requirements [are satisfied as](#) stated in the Employer Group Application, or as otherwise agreed to by [the policyholder and us ^^](#); and
- The *employee* is in an *active status*.

217000 [04/09](#)

#### Dependent eligibility date

Each *dependent* is eligible for coverage on:

- The date the *employee* is eligible for coverage, if he or she has *dependents* who may be covered on that date;
- The date of the *employee's* marriage for any *dependents* (spouse or child) acquired on that date;
- The date of birth of the *employee's* natural-born child;
- The date of placement of the child for the purpose of adoption by the *employee*; or
- The date specified in a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) for a child, or a valid court or administrative order for a spouse, which requires the *employee* to provide coverage for a child or spouse as specified in such orders.

The *employee* may cover his or her *dependents* only if the *employee* is also covered.

A *dependent* child who enrolls for other group coverage through any employment is no longer eligible for group coverage under the *policy*. If a *dependent* child becomes an *employee* of the *employer*, he or she is no longer eligible as a *dependent* and must [^^request enrollment](#) as an eligible *employee*.

217100 [04/09](#)

### Enrollment

[Employees and dependents eligible for coverage under the policy may enroll for coverage as specified in the enrollment provisions outlined below.](#)

217150 [04/09](#)

#### Employee enrollment

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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The *employee* must enroll, as agreed to by the *policyholder* and *us*, within 31 days of the *employee's eligibility date* or within the time period specified in the "Special Enrollment" provision.^^

^^The *employee* is a *late applicant* if enrollment is requested more than 31 days after the *employee's eligibility date* or ^^later than ^^ the time period specified in the "Special Enrollment" provision. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

Depending on the total number of *employees* covered by the *employer's policy*, we may require any *employee* to provide evidence of health status whenever enrolling as permitted by laws, rules, or regulations. We will not use *health status-related factors* to decline coverage to an eligible *employee* and we will administer this provision in a non-discriminatory manner.

217200 04/09

### Dependent enrollment

^^If electing *dependent* coverage, the *employee* must enroll ^^eligible *dependents*, as agreed to by the *policyholder* and *us*, within 31 days of the *dependent's eligibility date* or within the time period specified in the "Special Enrollment" provision.

^^

The *dependent* is a *late applicant* if enrollment is requested more than 31 days after the *dependent's eligibility date* or later than the time period specified in the "Special Enrollment" provision. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

Depending on the total number of *employees* covered by the *employer's policy*, we may require any *dependent* to provide evidence of health status whenever enrolling as permitted by laws, rules, or regulations. We will not use *health status-related factors* to decline coverage to an eligible *dependent* and we will administer this provision in a non-discriminatory manner.

217300 04/09

### Newborn dependent enrollment

An *employee* who already has *dependent* child coverage in force prior to the newborn's date of birth ^^must notify *us* ^^ within 90 days after the date of birth to enroll the newborn for coverage.

An *employee* who does not have *dependent* child coverage must elect *dependent* coverage and enroll the newborn *dependent*, as agreed to by the *policyholder* and *us*, within 90 days after the *newborn's* date of birth.

A newborn *dependent* is a *late applicant* if enrollment is requested more than 90 days after the date of birth. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

217400AR 04/09

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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### Special enrollment

^^^

Special enrollment is available if the following apply:

- You have a change in family status due to:
  - Marriage;
  - Divorce;
  - A Qualified Medical Child Support Order (QMCSO);
  - A National Medical Support Notice (NMSN);
  - The birth of a natural born child; or
  - The adoption of a child or placement of a child with the *employee* for the purpose of adoption; and
  - You enroll within 31 days after the *special enrollment date*; or
- You are an *employee* or *dependent* eligible for coverage under the *policy*, and:
  - You previously declined enrollment stating you were covered under another group health plan or other *health insurance coverage*; and
  - Loss of eligibility of such other coverage occurs, regardless of whether you are eligible for, or elect COBRA; and
  - You enroll within 31 days after the *special enrollment date*.

Loss of eligibility of other coverage includes, but is not limited to:

- Termination of employment or eligibility;
  - Reduction in number of hours of employment;
  - Divorce, legal separation or death of a spouse; ^^^
  - Loss of dependent eligibility, such as attainment of the limiting age;
  - Termination of your employer's contribution for the coverage; ^^^
  - Loss of individual HMO coverage because you no longer reside, live or work in the service area;
  - Loss of group HMO coverage because you no longer reside, live or work in the service area, and no other benefit package is available;
  - An incurred claim meeting or exceeding a lifetime limit on all benefits; or
  - The plan no longer offers benefits to a class of similarly situated individuals; or
- You had COBRA continuation coverage under another plan at the time of eligibility, and ^^^ :
    - Such coverage has since been exhausted; and
    - You stated ^^^ at the time of the initial enrollment<sup>^^^</sup> that coverage under ^^^ COBRA ^^^ was your reason for declining enrollment; and
    - You enroll within 31 days after the *special enrollment date*; or
  - You were covered under an alternate plan provided by the *employer* ^^^ that terminates, and:

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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- You are replacing coverage with this *policy*; and
- You enroll within 31 days after the *special enrollment date*; or

^^^

- You are an *employee* or *dependent* eligible for coverage under the *policy* that is not a high deductible health plan (HDHP), and:
  - Your Medicaid coverage or your Children's Health Insurance Program (CHIP) coverage terminated as a result of loss of eligibility; and
  - You enroll within 60 days after the *special enrollment date*; or
- You are an *employee* or *dependent* eligible for coverage under the *policy* that is not a high deductible health plan (HDHP), and:
  - You become eligible for a premium assistance subsidy under Medicaid or CHIP; and
  - You enroll within 60 days after the *special enrollment date*.

[The *employee* or *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*.]]  
217500 04/09

### Dependent special enrollment ^^^

The *dependent* special enrollment ^^^ is ^^^ the time period ^^^ specified in the "Special Enrollment" provision.

If *dependent* coverage is available under the *employer's policy* or added to the *policy*, an *employee* who is a *covered person* can enroll eligible *dependents* during the ^^^ special enrollment ^^^. An *employee*, who is otherwise eligible for coverage and had waived coverage under the *policy* when eligible, can enroll himself/herself and eligible *dependents* during the ^^^ special enrollment ^^^. ^^^

[The *employee* or *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*.]]  
217600 04/09

### [Open enrollment

Eligible *employees* or *dependents*, that do not enroll for coverage under the *policy* following their *eligibility date* or *special enrollment date*, have an opportunity to enroll for coverage during the *open enrollment period*. The *open enrollment period* is also the opportunity for *late applicants* to enroll for coverage.

Eligible *employees* or *dependents*, including *late applicants*, must request enrollment during the *open enrollment period*. If enrollment is requested after the *open enrollment period*, the *employee* or

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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*dependent* must wait to enroll for coverage during the *next open enrollment period*, unless they become eligible for special enrollment as specified in the "Special Enrollment" provision.]

217620 04/09

### Effective date

The provisions below specify the *effective date* of coverage for *employees* or *dependents* if enrollment is requested within 31 days of their *eligibility date* or within the time period specified in the "Special Enrollment" provision. [For a *late applicant*, the *effective date* of coverage is the first of the month following receipt of enrollment.] [If enrollment is requested during an *open enrollment period*, the *effective date* of coverage is specified in the "Open Enrollment Effective Date" provision.]

217650 04/09

### Employee effective date

The *employee's effective date* provision is stated in the Employer Group Application. <sup>^^^</sup>The *employee's effective date of coverage* may be the date immediately following *completion of the waiting period*, or the first of the month following<sup>^^^</sup> *completion of the waiting period*, <sup>^^^</sup> if enrollment is requested within 31 days of the *employee's eligibility date*. The *special enrollment date* is the *effective date* of coverage for an *employee* that requests enrollment within the time period specified in the "Special Enrollment" provision. The *employee effective dates* specified in this provision apply to an *employee* who is not a *late applicant*.

<sup>^^^</sup>

217700 04/09

### Employee delayed effective date

If the *employee* is not in *active status* on the *eligibility date*, coverage will be effective the day after the *employee* returns to *active status*. The *employer* must notify us [in writing] [or] [by *electronic mail*] of the *employee's* return to *active status*.

217800

### Dependent effective date

<sup>^^^</sup>

The *dependent's effective date* is the date the *dependent* is eligible for coverage if enrollment is requested within 31 days of the *dependent's eligibility date*. The *special enrollment date* is the *effective date* of coverage for the *dependent* that requests enrollment within the time period specified in the "Special Enrollment" provision. The *dependent effective dates* specified in this provision apply to a *dependent* who is not a *late applicant*.

<sup>^^^</sup>In *no event* will the *dependent's effective date of coverage*<sup>^^^</sup> be prior to the *employee's effective date* of coverage.

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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219800 04/09

### Newborn dependent effective date

^^^

The effective date of coverage for a newborn *dependent* is the date of birth if enrollment is requested within 90 days of the newborn's date of birth and the newborn is not a *late applicant*.

[**Note:** Premium is due for any period of newborn *dependent* coverage whether **or not** the newborn *dependent* is **subsequently** enrolled<sup>^^^</sup>, unless specifically not allowed by applicable law.]

219900AR 04/09

### [Open enrollment effective date

The *effective date* of coverage for an *employee* or *dependent*, including a *late applicant*, who requests enrollment during an *open enrollment period*, is the first day of the *policy year* as agreed to by the *policyholder* and *us*.]

219950 04/09

### Benefit changes

Benefit changes will become effective on the date specified by *us*.

220000

### Retired employee coverage

#### Retired employee eligibility date

Retired *employees* are an eligible class of *employees* if requested on the Employer Group Application and if approved by *us*. An *employee* who retires while insured under this *policy* is considered eligible for retired *employee* medical coverage on the date of retirement if the eligibility requirements stated in the Employer Group Application are satisfied.

220100

#### Retired employee enrollment

<sup>^^^</sup>The *employer* must notify *us* of the *employee's* retirement <sup>^^^</sup> within 31 days of the date of retirement. [If we <sup>^^^</sup>are notified more than 31 days after the date of retirement, <sup>^^^</sup>the retired *employee* <sup>^^^</sup>is <sup>^^^</sup>a *late applicant*.] [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

220200 04/09

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## [ELIGIBILITY AND EFFECTIVE DATES (continued)]

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### Retired employee effective date

The *effective date* of coverage for an eligible retired *employee* is the date of retirement for an *employee* who retires after the date *we* approve the *employer's* request for a retiree classification, provided *we* <sup>^^^</sup>are notified within 31 days of the retirement. [If *we* <sup>^^^</sup>are notified more than 31 days after the date of retirement, the *effective date* of coverage[, ] [for the *late applicant*] <sup>^^^</sup>[is the date *we* specify] [[enrolling during the *open enrollment period*[, ]] is the first day of the *policy year* as agreed to by the *policyholder* and *us*.]

220300 04/09

### Retired employee benefit changes

Additional or increased insurance or a decrease in insurance will become effective on the approved date of change.

220400



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## [GLOSSARY]

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Terms printed in italic type in this *certificate* have the meaning indicated below. Defined terms are printed in italic type wherever found in this *certificate*.

234000

### [A]

[**Accident** means a sudden event that results in a *bodily injury* or *dental injury* and is exact as to time and place of occurrence.]

[**Active status** means the *employee* is performing all of his or her customary duties whether performed at the *employer's* business establishment, some other location which is usual for the *employee's* particular duties or another location when required to travel on the job:

- On a regular full-time basis or for the number of hours per week shown on the Employer Group Application; [and]
- [For [40-48] weeks a year; and]
- Is maintaining a bona fide *employer-employee* relationship with the *policyholder* of the *group policy* on a regular basis.

Each day of a regular vacation and any regular non-working holiday is deemed *active status*, if the *employee* was in *active status* on his or her last regular working day prior to the vacation or holiday. An *employee* is deemed to be in *active status* if an absence from work is due to a *sickness* or *bodily injury*, provided the individual otherwise meets the definition of *employee*.]

[**Acute inpatient services** means care given in a *hospital* or *health care treatment facility* which:

- Maintains permanent full-time facilities for *room and board* of resident patients;
- Provides emergency, diagnostic and therapeutic services with a capability to provide life-saving medical and psychiatric interventions;
- Has physician services, appropriately licensed behavioral health practitioners and skilled nursing services available 24-hours a day;
- Provides direct daily involvement of the physician; and
- Is licensed and legally operated in the jurisdiction where located.

*Acute inpatient services* are utilized when there is an immediate risk to engage in actions which would result in death or harm to self or others or there is a deteriorating condition in which an alternative treatment setting is not appropriate.]

[**Admission** means entry into a facility as a registered bed patient according to the rules and regulations of that facility. An *admission* ends when *you* are discharged, or released, from the facility and are no longer registered as a bed patient.]

[**Advanced imaging**, for the purpose of this definition, includes [Magnetic Resonance Imaging (MRI),] [Magnetic Resonance Angiography (MRA),] [Positron Emission Tomography (PET),] [Single Photon Emission Computed Tomography (SPECT),] [and] [Computed Tomography (CT)] imaging [and *nuclear medicine*].]

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## [GLOSSARY (continued)]

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[**Alternative medicine**, for the purposes of this definition, [includes, but is not limited to: acupressure, [acupuncture,] aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, [massage therapy,] naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga] [is limited to [acupuncture,] acupressure, homeopathy, [massage therapy,] naturopathy, nutritional counseling, [manipulative physical medicine,] herbal medicine and mind/body medicine provided by an *alternative medicine provider*].]

[**Alternative medicine provider** means a practitioner licensed and/or certified to practice within their state and who performs tasks defined within their scope of practice as defined by the licensing or certifying agency. [Specifically, for the purposes of this definition, *alternative medicine provider* means a licensed and/or certified:

- [Acupuncturist];
- [Athletic trainer];
- Doctor of Medicine (M.D.);
- Doctor of Osteopathy (D.O.);
- Nurse practitioner (N.P.);
- Doctor of Naturopathy (N.D.);
- Massage therapist;
- Social worker with graduate degree;
- Psychologist; [and]
- Nutritionist; [and]
- [Doctor of Chiropractic (D.C.)].]

[**Ambulance** means a professionally operated vehicle, provided by a licensed ambulance service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person's *sickness* or *bodily injury*. Use of the *ambulance* must be *medically necessary* and/or ordered by a *health care practitioner*.]

[**Ambulatory surgical center** means an institution which meets all of the following requirements:

- It must be staffed by physicians and a medical staff which includes registered *nurses*.
- It must have permanent facilities and equipment for the primary purpose of performing *surgery*.
- It must provide continuous physicians' services on an *outpatient* basis.
- It must admit and discharge patients from the facility within a 24-hour period.
- It must be licensed in accordance with the laws of the jurisdiction where it is located. It must be operated as an ambulatory surgical center as defined by those laws.
- It must not be used for the primary purpose of terminating pregnancies, or as an office or clinic for the private practice of any physician or dentist.]

234800AR 07/07

## [B]

[**Behavioral health** means [*mental health services*][,] [and] [*chemical dependency services*].]

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## [GLOSSARY (continued)]

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[**Bodily injury** means bodily damage other than a *sickness*, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.]

[**Bone marrow** means the transplant of human blood precursor cells [which are administered to a patient following high-dose, ablative or myelosuppressive chemotherapy]. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor or cord blood. If chemotherapy is an integral part of the treatment involving an *organ transplant of bone marrow*, the term *bone marrow* includes the harvesting, the transplantation and the chemotherapy components.]

235100 07/07

### [C]

[**Certificate** means this benefit plan document which outlines the benefits, provisions and limitations of the *policy*.]

[**Chemical dependency** means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.]

[**Coinsurance** means the amount expressed as a percentage of the *covered expense* that *you* must pay. The percentage of the *covered expense* that *we* pay is shown in the "Schedule of Benefits" sections.]

[**Confinement or confined** means *you* are admitted as a registered bed patient as the result of a *health care practitioner's* recommendation. It does not mean detainment in *observation status*.]

[**Copayment** means the specified dollar amount that *you* must pay to a provider for certain *covered expenses* regardless of any amounts that may be paid by *us* as shown in the "Schedule of Benefits" sections.]

[**Cosmetic surgery** means *surgery* performed to reshape normal structures of the body in order to improve or change *your* appearance or self-esteem.]

[**Court-ordered** means involuntary placement in *behavioral health* treatment as a result of a judicial directive.]

[**Covered expense** means *medically necessary* services or [routine] *preventive services* which are:

- Ordered by a *health care practitioner*;
- For the benefits described herein, subject to any maximum benefit and all other terms, provisions limitations and exclusions of the *policy*; and
- Incurred when *you* are insured for that benefit under the *policy* on the date that the service is rendered.]

[**Covered person** means the *employee* and/or the *employee's dependents* who are enrolled for benefits provided under the *policy*.]

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## [GLOSSARY (continued)]

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[*Creditable coverage* means a *covered person's* prior coverage under any of the following:

- A group health plan, including church and governmental plans;
- *Health insurance coverage*;
- *Medicare* or *Medicaid*;
- The health plan for active military personnel, including TRICARE;
- The Indian Health Services or other tribal organization program;
- A state health benefits risk pool;
- The Federal Employees Health Benefits Program;
- A non-federal, public health plan;
- A health benefit plan under section 5(e) of the Peace Corps Act; [or]
- State Children's Health Insurance Program[.] [;] [or]
- [Foreign health care.]

*Creditable coverage* does not include any of the following:

- Accident only coverage, disability income insurance, or any combination thereof;
- Supplemental coverage to liability insurance;
- Liability insurance, including general liability insurance and automobile liability insurance;
- Workers' compensation or similar insurance;
- Automobile medical payment insurance;
- Credit-only insurance;
- Coverage for on site medical clinics;
- Benefits if offered separately:
  - Limited scope dental and vision;
  - Long-term care, nursing home care, home health care, community based care, or any combination thereof; and
  - Other similar, limited benefits;
- Benefits if offered as independent, non-coordinated benefits:
  - Specified disease or illness coverage; and
  - Hospital indemnity or other fixed indemnity insurance;
- Benefits offered as a separate policy:
  - *Medicare* supplement insurance;
  - Supplemental coverage to the health plan for active military personnel, including TRICARE; and
  - Similar supplemental coverage provided to group health plan coverage;
- A health Flexible Spending Account (FSA), if it meets the Internal Revenue Service definition of a health FSA, and:
  - You have other coverage available under a group health plan; and

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## [GLOSSARY (continued)]

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- *Your* maximum benefit payable under the FSA does not exceed two times *your* salary election. If *your* maximum benefit payable under the FSA is greater than two times *your* salary election, it must not exceed more than \$500 plus your salary election.]

[***Custodial care*** means services given to *you* if:

- *You* need services including, but not limited to, assistance with dressing, bathing, preparation and feeding of special diets, walking, supervision of medication which is ordinarily self administered, getting in and out of bed, maintaining continence; or
- The services *you* require are primarily to maintain, and not likely to improve, *your* condition; or
- The services involve the use of skills which can be taught to a layperson and do not require the technical skills of a *nurse*.

[Services may still be considered *custodial care* by *us* even if:

- *You* are under the care of a *health care practitioner*;
- The *health care practitioner* prescribed services are to support or maintain *your* condition; or
- Services are being provided by a *nurse*.]]

236100 07/07

## [D]

[***Deductible*** means the amount of *covered expenses* that *you*, either individually or combined as a covered family, must pay per *year* before *we* pay benefits for certain specified services.

**Note:** Some plans may have a [*network provider*] benefit allowance prior to the applicability of the *deductible*. Please refer to the "Schedule of Benefits" section for more information.]

[***Dental injury*** means an injury to a *sound natural tooth* caused by a sudden and external force that could not be predicted in advance and could not be avoided. It does not include biting or chewing injuries.]

[***Dependent*** means a covered *employee's*:

- Legally recognized spouse;
- Unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age; or
- Unmarried child whose age is less than the limiting age and for whom the *employee* has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the *employee* is eligible for family coverage until:
  - Such QMCSO or NMSN is no longer in effect; or

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## [GLOSSARY (continued)]

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- The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the *policy*.

[Under no circumstances shall *dependent* mean a grandchild, great grandchild, foster child or *emancipated minor* [including where the grandchild, great grandchild, foster child or *emancipated minor*][unless the child] meets all of the qualifications of a dependent as determined by the Internal Revenue Service.]

The coverage for each *dependent* child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [18 – 25]; or
- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [23 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The *dependent* child must be enrolled for sufficient course credits to maintain full-time status as defined by that school. A *dependent* child continues to be eligible for^^^:
  - Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
  - The earlier of the following if the *dependent* child takes a *medically necessary leave of absence*:
    - Up to one year after the first day of the *medically necessary leave of absence*; or
    - The date coverage would otherwise terminate under this *certificate*.

*We must receive written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.*

*You must furnish satisfactory proof to us, upon our request, that the above conditions continuously exist. If satisfactory proof is not submitted to us, the child's coverage will not continue beyond the last date of eligibility.*

A covered *dependent* child who becomes an employee eligible for other group coverage through employment is no longer eligible as a *dependent* for coverage under the *policy*.

A covered *dependent* child who attains the limiting age while insured under the *policy* remains eligible if the covered *dependent* child is:

- Permanently mentally or physically handicapped; and
- Incapable of self-sustaining employment; and
- Unmarried.

In order for the covered *dependent* child to remain eligible as specified above after attaining the limiting age, *you* must furnish satisfactory proof to *us*, that the above conditions continuously exist.

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## [GLOSSARY (continued)]

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A handicapped *dependent* child, as defined in the bulleted items above, who attained the limiting age while insured under the *employer's* previous group medical plan (Prior Plan) is eligible for coverage under the *policy*. Please refer to the "Replacement of Coverage" section of this *certificate*.

*You* must furnish satisfactory proof to *us* upon *our* request that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, *we* may not request such proof more often than annually. If satisfactory proof is not submitted to *us*, the child's coverage will not continue beyond the last date of eligibility.]

[**Diabetes equipment** means blood glucose monitors, including monitors designed to be used by blind individuals; insulin pumps and associated accessories; insulin infusion devices; and podiatric appliances for the prevention of complications associated with diabetes.]

[**Diabetes self-management training** means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of diabetes equipment and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.]

[**Diabetes supplies** means test strips for blood glucose monitors; visual reading and urine test strips; lancets and lancet devices; insulin and insulin analogs; injection aids; syringes; prescriptive and nonprescriptive oral agents for controlling blood sugar levels; glucagon emergency kits; and alcohol swabs.]

[**Durable medical equipment** means equipment<sup>^^</sup> that meets all of the following criteria:

- It is prescribed by a *health care practitioner*;
- It can *withstand* repeated use;
- [It is primarily and customarily used <sup>^^</sup> for a medical purpose rather than being primarily for comfort or convenience;]
- [It is <sup>^^</sup> generally not useful to *you* in the absence of *sickness* or *bodily injury*;]
- [It is appropriate for home use *[or use at other locations as necessary for daily living]*;]
- [It is related to *and meets the basic functional needs of your* physical disorder;]
- [It is not typically furnished by a *hospital* or *skilled nursing facility*; ]
- [It is *medically necessary* and necessitated by *your bodily injury* or *sickness*;] [and]
- It is provided in the most cost effective manner [required by *your* condition, including], at *our* discretion, rental or purchase.]

236800AR 04/09

## [E]

[**Effective date** means the date *your* coverage begins under the *policy*.]

[**Electronic or electronically** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.]

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## [GLOSSARY (continued)]

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[**Electronic mail** means a computerized system that allows a user of a network computer system and/or computer system to send and receive messages and documents among other users on the network and/or with a computer system.]

[**Electronic signature** means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.]

[**Eligibility date** means the date the *employee* or *dependent* is eligible to participate in the plan.]

[**Emancipated minor** means a child who has not yet attained full legal age, but who has been declared by a court to be emancipated.]

[**Emergency care** means services provided in a *hospital* emergency facility for a *bodily injury* or *sickness* manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of that individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- Serious impairment of bodily functions; or
- Serious dysfunction of any bodily organ or part.

*Emergency care* does not mean services for the convenience of the *covered person* or the provider of treatment or services.]

[**Employee** means a person who is in *active status* for the *employer* [on a *full-time* basis]. The *employee* must be paid a salary or wage by the *employer* that meets the minimum wage requirements of *your* state or federal minimum wage law for work done at the *employer's* usual place of business or some other location which is usual for the *employee's* particular duties.]

[*Employee* also includes a sole proprietor, partner or corporate officer where:

- The *employer* is a sole proprietorship, partnership or corporation; and
- The sole proprietor, partner or corporate officer is actively performing activities relating to the business, and gains their livelihood from the sole proprietorship, partnership or corporation and is in an *active status* at the *employer's* usual place of business or some other location which is usual for the sole proprietor's, partner's or corporate officer's particular duties.]

[If specified on the Employer Group Application and approved by *us*, *employee* includes retirees of the *employer* [who are eligible for *Medicare*]. A retired *employee* is not required to be in *active status* to be eligible for coverage under this *policy*.]

[**Employer** means the sponsor of this *group* insurance plan, or any subsidiary or affiliate described in the Employer Group Application.]



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## [GLOSSARY (continued)]

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**[Enrollment date]** means:

- If you are not a *late applicant*, your *enrollment date* is the earlier of the following:
  - The first day *your* coverage is effective under the *policy*; or
  - The first day of the *waiting period* for enrollment, if any *waiting period* is applicable.
- Your *enrollment date* is the first day *your* coverage is effective under the *policy*, if:
  - [You are a *late applicant*; or]
  - You are enrolled on a *special enrollment date*.

The term *enrollment date* in this *certificate* is used for the determination and application of the *pre-existing condition* limitation and/or *creditable coverage*.]

**[Experimental[,] [or] investigational [or for research purposes]]** means a drug, biological product, device, treatment or procedure that meets any one of the following criteria, as determined by *us*:

- Cannot be lawfully marketed without the final approval of the United States Food and Drug Administration (FDA) and which lacks such final FDA approval for the use or proposed use, unless (a) found to be accepted for that use in the most recently published edition of the United States Pharmacopeia-Drug Information for Healthcare Professional (USP-DI) or in the most recently published edition of the American Hospital Formulary Service (AHFS) Drug Information, or (b) identified as safe, widely used and generally accepted as effective for that use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service; or (c) is mandated by state law;
- Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;
- Is not identified as safe, widely used and generally accepted as effective for the proposed use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;
- Is [not] the subject of a National Cancer Institute (NCI) Phase I[, II or III] trial or a treatment protocol comparable to a NCI Phase I[, II or III] trial[, or any trial not recognized by NCI regardless of phase][.] [; or]
- [Is identified as not covered by the Centers for Medicare and Medicaid Services (CMS) Medicare Coverage Issues Manual, a CMS Operational Policy Letter or a CMS National Coverage Decision, except as required by state or federal law.]]

238000 07/07

## [F]

**[Family member]** means *you* or *your* spouse, or *your* or *your* spouse's child, brother, sister, or parent.]

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## [GLOSSARY (continued)]

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**[Free-standing facility]** means any licensed public or private establishment other than a *hospital* which has permanent facilities equipped and operated to provide laboratory and diagnostic laboratory, *outpatient* radiology, *[advanced imaging,]* chemotherapy, inhalation therapy, radiation therapy, lithotripsy, physical, cardiac, speech and occupational therapy, or renal dialysis services. [An appropriately licensed birthing center is also considered a *free-standing facility*.]

**[Full-time]**, for an *employee*, means a work week of [at least [20 - 40] hours] [the number of hours shown on the Employer Group Application].]

**[Functional impairment]** means a direct and measurable reduction in physical performance of an organ or body part.]

238300 03/09

### [G]

**Group** means the persons for whom this insurance coverage has been arranged to be provided.  
238400

### [H]

**[Health care practitioner]** means a practitioner professionally licensed by the appropriate state agency to diagnose or treat a *sickness* or *bodily injury* and who provides services within the scope of that license.]

**[Health care treatment facility]** means a facility, institution or clinic, duly licensed by the appropriate state agency to provide medical services or *behavioral health* services, and is primarily established and operating within the scope of its license. *Health care treatment facility* does not include a *residential treatment facility*.]

**[Health insurance coverage]** means medical coverage under any hospital or medical service policy or certificate, hospital or medical service plan contract or health maintenance organization (HMO) contract offered by a health insurance issuer. "Health insurance issuer" means an insurance company, insurance service, or insurance organization (including an HMO) that is required to be licensed to engage in the business of insurance in a state and that is subject to the state law that regulates insurance.]

**[Health status-related factor]** means any of the following:

- Health status or medical history;
- Medical condition, either physical or mental;
- Claims experience;
- Receipt of health care;
- Genetic information;
- Disability; or
- Evidence of insurability, including conditions arising out of acts of domestic violence.]

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## [GLOSSARY (continued)]

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**[Home health care agency]** means a *home health care agency* or *hospital* which meets all of the following requirements:

- It must primarily provide skilled nursing services and other therapeutic services under the supervision of physicians or registered nurses;
- It must be operated according to established processes and procedures by a group of professional medical people, including physicians and *nurses*;
- It must maintain clinical records on all patients; and
- It must be licensed by the jurisdiction where it is located, if licensure is required. It must be operated according to the laws of that jurisdiction which pertains to agencies providing home health care.]

**[Home health care plan]** means a plan of care and treatment for *you* to be provided in *your* home. To qualify, the *home health care plan* must be established and approved by a *health care practitioner*. The services to be provided by the plan must require the skills of a *nurse*[,] [or] another *health care practitioner* [and must not be for *custodial care*].]

**[Hospice care program]** means a coordinated, interdisciplinary program provided by a hospice designed to meet the special physical, psychological, spiritual and social needs of a terminally ill *covered person* and his or her immediate covered family members, by providing *palliative care* and supportive medical, nursing and other services through at-home or *inpatient* care[, including *alternative medicine* provided by an *alternative medicine provider*]. A hospice must be licensed by the laws of the jurisdiction where it is located and must be run as a hospice as defined by those laws. It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect for cure for their *sickness* and, as estimated by their physicians, are expected to live [six – 18] months or less as a result of that *sickness*.]

**[Hospital]** means an institution that meets all of the following requirements:

- It must provide, for a fee, medical care and treatment of sick or injured patients on an *inpatient* basis;
- It must provide or operate, either on its premises or in facilities available to the *hospital* on a pre-arranged basis, medical, diagnostic and surgical facilities;
- Care and treatment must be given by and supervised by physicians. Nursing services must be provided on a 24-hour basis and must be given by or supervised by registered nurses;
- It must be licensed by the laws of the jurisdiction where it is located. It must be operated as a hospital as defined by those laws;
- It must not be primarily a:
  - Convalescent, rest or nursing home; [or]
  - Facility providing custodial, educational or rehabilitative care[.]; [or]
  - [Residential treatment facility.]

The *hospital* must be accredited by one of the following:

- The Joint Commission on the Accreditation of Hospitals;
- The American Osteopathic Hospital Association; or
- The Commission on the Accreditation of Rehabilitative Facilities.]

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## [GLOSSARY (continued)]

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- 239200 07/07

### [I]

**[Individual [lifetime] maximum benefit]** means the maximum amount of benefits payable by *us* for all *covered expenses* incurred by *you*. [Once the *individual [lifetime] maximum benefit* is reached, benefits are not payable and will not be reinstated.]]

**[Infertility services]** means any diagnostic evaluation, treatment, supply, medication, or service provided to achieve pregnancy or to achieve or maintain ovulation. This includes, but is not limited to:

- [Artificial insemination;]
- [In vitro fertilization;]
- [Gamete Intrafallopian Transfer (GIFT);]
- [Zygote Intrafallopian Transfer (ZIFT);]
- [Tubal ovum transfer;]
- [Embryo freezing or transfer;]
- [Sperm storage or banking;]
- [Ovum storage or banking;]
- [Embryo or zygote banking; ]
- [Diagnostic and/or therapeutic laparoscopy;]
- [Hysterosalpingography;]
- [Ultrasonography;]
- [Endometrial biopsy;] [and]
- [Any other assisted reproductive techniques or cloning methods].]

**[Inpatient]** means *you* are *confined* as a registered bed patient.]

**[Intensive outpatient program]** means *outpatient* services providing:

- Group therapeutic sessions greater than one hour a day, three days a week;
- *Behavioral health* therapeutic focus;
- Group sessions centered on cognitive behavioral constructs, social/occupational/educational skills development and family interaction;
- Additional emphasis on recovery strategies, monitoring of participation in 12-step programs and random drug screenings for the treatment of *chemical dependency*; and
- Physician availability for medical and medication management.

*Intensive outpatient program* does not include services that are for[:

- *Custodial care*; or]
- Day care.]

239600 07/07

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## [GLOSSARY (continued)]

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### [J]

### [K]

### [L]

[**Late applicant** means an *employee* or *dependent* who requests <sup>^^</sup> enrollment for coverage under the *policy* more than 31 days after his/her *eligibility date*[,] [or] <sup>^^</sup> later than the time period specified in the “Special Enrollment” provision[, or after the *open enrollment period*].]

239700 04/09

### [M]

[**Maintenance care** means services and supplies furnished mainly to:

- Maintain, rather than improve, a level of physical or mental function; or
- Provide a protected environment free from exposure that can worsen the *covered person's* physical or mental condition.]

[**Maximum allowable fee** for a *covered expense* is the lesser of:

- The fee charged by the provider for the services;
- The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the services;
- The fee established by *us* by comparing rates from one or more regional or national databases or schedules for the same or similar services from a geographical area determined by *us*;
- The fee based upon rates negotiated by *us* or other payors with one or more [*network*] *providers* in a geographic area determined by *us* for the same or similar services;
- The fee based upon the provider's cost for providing the same or similar services as reported by such provider in its most recent publicly available *Medicare* cost report submitted to the Centers for Medicare and Medicaid Services (CMS) annually; or
- The fee based on a percentage determined by *us* of the fee *Medicare* allows for the same or similar services provided in the same geographic area.

**Note:** The bill you receive for services from [*non-network*] *providers* may be significantly higher than the *maximum allowable fee*. In addition to *deductibles*, *copayments* and *coinsurance*, you are responsible for the difference between the *maximum allowable fee* and the amount the provider bills you for the services.

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## [GLOSSARY (continued)]

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Any amount *you* pay to the provider in excess of the *maximum allowable fee* will not apply to *your out-of-pocket limit* or *deductible*.]

[**Medicaid** means a state program of medical care for needy persons, as established under Title 19 of the Social Security Act of 1965, as amended.]

[**Medically necessary** means <sup>^^</sup> health care services <sup>^^</sup> that a *health care practitioner* **exercising prudent clinical judgment** would provide to his or her patient for the purpose of **preventing, evaluating, diagnosing <sup>^^</sup> or treating a *sickness* or *bodily injury*<sup>^^</sup> or its symptoms**. Such health care service <sup>^^</sup> must be:

- In accordance with nationally recognized standards of medical practice <sup>^^</sup>;
- Clinically appropriate in terms of type, frequency, <sup>^^</sup> extent, <sup>^^</sup> site and duration, **and considered effective for the patient's *sickness* or *bodily injury***;
- Not primarily for the convenience of the patient, physician or other health care provider; **and <sup>^^</sup>**
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's *sickness* or *bodily injury*.

For the purpose of *medically necessary*, generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.]

**Medically necessary leave of absence** means a leave of absence for a *dependent* child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college or university, or licensed technical school or had any other change in enrollment at such institution.

The *medically necessary leave of absence* must:

- **Begin due to a *bodily injury* or *sickness***;
- **Be determined necessary by the *dependent* child's *health care practitioner*, who must send *us* written certification; and**
- **Cause the *dependent* child to lose full-time student status as defined in the definition of '*dependent*'.**

[**Medicare** means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.]

[**Mental health services** means those diagnoses and treatments related to the care of a *covered person* who exhibits mental, nervous or emotional condition classified in the Diagnostic and Statistical Manual of Mental Disorders.]

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## [GLOSSARY (continued)]

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[**Morbid obesity** (clinically severe obesity) means a body mass index (BMI) as determined by a *healthcare practitioner* as of the date of service of:

- [35-40] kilograms or greater per meter squared ( $\text{kg}/\text{m}^2$ ); or
- [35-40] kilograms or greater per meter squared ( $\text{kg}/\text{m}^2$ ) with an associated comorbid condition such as hypertension, type II diabetes, life-threatening cardiopulmonary conditions; or joint disease that is treatable, if not for the obesity.]

240300 04/09

## [N]

[**Network health care practitioner** means a *health care practitioner* who has signed a direct agreement with *us* as an independent contractor or who has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network health care practitioner* designation by *us* may be limited to specified services.]

[**Network hospital** means a *hospital* which has signed a direct agreement with *us* as an independent contractor or has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network hospital* designation by *us* may be limited to specified services.]

[**Network provider** means a *hospital*, [*health care treatment facility*], physician, or any other health services provider who has signed an agreement with *us* as an independent contractor or who has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network provider* designation by *us* may be limited to specified services.]

[**Non-network health care practitioner** means a *health care practitioner* who has not been designated as a *network health care practitioner* by *us*.]

[**Non-network hospital** means a *hospital* which has not been designated as a *network hospital* by *us*.]

[**Non-network provider** means a *hospital*, [*health care treatment facility*], physician, or any other health services provider who has not been designated as a *network provider* by *us*.]

[**Nuclear medicine** means radiology in which radioisotopes (compounds containing radioactive forms of atoms) are introduced into the body for the purpose of imaging, evaluating organ function, or localizing disease or tumors.]

[**Nurse** means a registered nurse (R.N.), a licensed practical nurse (L.P.N.), or a licensed vocational nurse (L.V.N.).]

241000 07/07

## [O]

[**Observation status** means a stay in a *hospital* [or *health care treatment facility*] for less than 24 hours if:

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## [GLOSSARY (continued)]

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- *You* have not been admitted as a resident *inpatient*;
- *You* are physically detained in an emergency room, treatment room, observation room or other such area; or
- *You* are being observed to determine whether *confinement* will be required.]

[**Open enrollment period** means no less than a 31 day period of time, occurring annually for the *group*, during which the *employee* has an opportunity to enroll themselves and their eligible *dependents* for coverage under the *policy*.]

[**Oral surgery** means procedures to correct diseases, injuries and defects of the jaw and mouth structures. These procedures include, but are not limited to, the following:

- Surgical removal of full bony impactions;
- Mandibular or maxillary implant;
- Maxillary or mandibular frenectomy;
- Alveolectomy and alveoplasty;
- Orthognathic surgery;
- [Surgery for treatment of temporomandibular joint syndrome/dysfunction;][ and]
- Periodontal surgery, including gingivectomies.]

[**Organ transplant** means only the services, care, and treatment received for, or in connection with, the pre-approved transplant of the organs identified in the "Covered Expenses - Transplant Services" section, which are determined by *us* to be *medically necessary* services and which are not *experimental*[,][or] *investigational*[, or for research purposes]. Transplantation of multiple organs, when performed simultaneously, is considered one organ transplant.]

[**Organ transplant treatment period** means 365 days from the date of discharge from the *hospital* following an *organ transplant* received while *you* were covered by *us*.]

[**Out-of-pocket limit** means the amount of *covered expenses*[, excluding expenses used to satisfy *deductibles*] [and] [*copayments*],] that must be paid by a *covered person*[, either individually or combined as a covered family,] per year before a benefit percentage will be increased.]

[**Outpatient** means *you* are not *confined* as a registered bed patient.]

[**Outpatient surgery** means *surgery* performed in a *health care practitioner's* office, *ambulatory surgical center*, or the *outpatient* department of a *hospital*.]

241600 04/09

## [P]

[**Palliative care** means care given to a *covered person* to relieve, ease, or alleviate, but not to cure, a *bodily injury* or *sickness*.]



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## [GLOSSARY (continued)]

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**[Partial hospitalization]** means services provided by a *hospital* or *health care treatment facility* in which patients do not reside for a full 24-hour period:

- For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;
- That provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and
- That has physicians and appropriately licensed behavioral health practitioners readily available for the emergent and urgent needs of the patients.

The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

Licensed drug abuse rehabilitation programs and alcohol rehabilitation programs accredited by the Joint Commission on the Accreditation of Health Care Organizations or approved by the appropriate state agency are also considered *partial hospitalization* services.

*Partial hospitalization* does not include services that are for[:

- *Custodial care*; or]
- *Day care*.]

**[Periodontics]** means the branch of dentistry concerned with the study, prevention, and treatment of diseases of the tissues and bones supporting the teeth.]

**[Policy]** means the document describing the benefits *we* provide as agreed to by *us* and the *policyholder*.]

**[Policyholder]** means the legal entity identified as the *policyholder* on the face page of the *policy* who establishes, sponsors and endorses an employee benefit plan for insurance coverage.]

**[Pre-surgical/procedural testing]** means:

- Laboratory tests or radiological examinations done on an *outpatient* basis in a *hospital* or other facility accepted by the *hospital* before *hospital confinement* or *outpatient surgery* or procedure;
- The tests must be accepted by the *hospital* or *health care practitioner* in place of like tests made during *confinement*; and
- The tests must be for the same *bodily injury* or *sickness* causing *you* to be *hospital confined* or to have the *outpatient surgery* or procedure.

**[Pre-surgical/procedural testing billed as inpatient]** will be paid at the *inpatient hospital* benefit percentage.]]

**[Preauthorization]** means approval by *us*, or *our* designee, of a service prior to it being provided. Certain services require medical review by *us* in order to determine eligibility for coverage.

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## [GLOSSARY (continued)]

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*Preauthorization* is granted when such a review determines that a given service is a *covered expense* according to the terms and provisions of the *policy*.]

[**Pre-existing condition** means a *sickness* or *bodily injury* for which *you* have received medical attention during the six months prior to *your enrollment date*. For the purposes of this definition, medical attention means care, advice, examination, treatment, services, medication, procedures, tests, consultation, referral or diagnosis.]

[**Preventive services** means services determined to be effective and accepted for the detection and prevention of disease in persons with no symptoms as recommended by the U.S. Preventive Services Task Force.]

242500 07/07

### [Q]

### [R]

[**Rehabilitation facility** means any licensed public or private establishment which has permanent facilities that are equipped and operated primarily to render physical and occupational therapies, diagnostic services and other therapeutic services.]

[**Residential treatment facility** means an institution which:

- Is licensed as a 24-hour residential facility for *behavioral health* treatment, although not licensed as a *hospital*;
- Provides a multidisciplinary treatment plan in a controlled environment, with periodic supervision of a physician or a Ph.D. psychologist; and
- Provides programs such as social, psychological, and rehabilitative training, age appropriate for the special needs of the age group of patients, with focus on reintegration back into the community.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.]

[**Room and board** means all charges made by a *hospital* [or other *health care treatment facility*] on its own behalf for room and meals and all general services and activities needed for the care of registered bed patients.]

[**Routine nursery care** means the charges made by a *hospital* [or [licensed] birthing center] for the use of the nursery. It includes normal services and supplies given to well newborn children following birth. *Health care practitioner* visits are not considered *routine nursery care*. Treatment of a *bodily injury*, *sickness*, birth abnormality, congenital defect following birth and care resulting from prematurity is not considered *routine nursery care*.]

242900 07/07

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## [GLOSSARY (continued)]

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### [S]

[**Self-administered injectable drugs** means an FDA approved medication which a person may administer to himself or herself by means of intramuscular[, intravenous], or subcutaneous injection, excluding [insulin,] [epinephrine] [sumatriptan] [and] [glucagon]] and prescribed for use by *you*.]

[**Service area** means the geographic area designated by *us*, or as otherwise agreed upon between the *policyholder* and *us* and approved by the Department of Insurance of the state in which the policy is issued, if such approval is required. The *service area* is the geographic area where the *network provider* services are available to *you*.]

[**Sickness** means a disturbance in function or structure of the body which causes physical signs or physical symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of the body. The term also includes: (a) pregnancy; (b) any medical complications of pregnancy[;] [and (c) *behavioral health*].]

[**Skilled nursing facility** means a licensed institution (other than a *hospital*, as defined) which meets all of the following requirements:

- It must provide permanent and full-time bed care facilities for resident patients;
- It must maintain, on the premises and under arrangements, all facilities necessary for medical care and treatment;
- It must provide such services under the supervision of physicians at all times;
- It must provide 24-hours-a-day nursing services by or under the supervision of a registered nurse; and
- It must maintain a daily record for each patient.

A *skilled nursing facility* is not, except by incident, a rest home, a home for the care of the aged, or engaged in the care and treatment of *chemical dependency*.]

[**Small employer** means an *employer* who employed an average of two but not more than 50 *employees* on business days during the preceding calendar year and who employs at least two *employees* on the first day of the *year*, unless otherwise provided under state law. [All entities that are affiliated or that are eligible to file combined tax return are considered one employer.]]

[**Sound natural tooth** means a tooth that:

- Is organic and formed by the natural development of the body (not manufactured, capped, crowned or bonded);
- Has not been extensively restored;
- Has not become extensively decayed or involved in periodontal disease; and
- Is not more susceptible to injury than a whole natural tooth, (for example a tooth that has not been previously broken, chipped, filled, cracked or fractured).]

[**Special enrollment date** means [the date of:](#)

- [^^^](#)Change in family status after the [^^^](#) *eligibility date* [^^^](#);

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## [GLOSSARY (continued)]

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^^^

- Loss of other coverage under another group health plan or other *health insurance coverage*;
- COBRA exhaustion;
- Loss of coverage under *your* employer's alternate plan;
- Termination of your Medicaid coverage or your Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility; or
- Eligibility for a premium assistance subsidy under Medicaid or CHIP.

To be eligible for special enrollment, *you* must meet the requirements specified in the "Special Enrollment" provision within the "Eligibility and Effective Dates" section of this *certificate*.]

[***Surgery*** means services categorized as Surgery in the Current Procedural Terminology (CPT) Manuals published by the American Medical Association. The term *surgery* includes, but is not limited to: excision or incision of the skin or mucosal tissues or insertion for exploratory purposes into a natural body opening; insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes; and treatment of fractures.]

243800 04/09

### [T]

[***Total disability*** or ***totally disabled*** means *your* continuing inability, as a result of a *bodily injury* or *sickness*, to perform the material and substantial duties of any job for which *you* are or become qualified by reason of education, training or experience.

The term also means a *dependent's* inability to engage in the normal activities of a person of like age. If the *dependent* is employed, the *dependent* must be unable to perform his or her job.]

[***Transplant out-of-pocket limit*** means the amount of *coinsurance* [after the *deductible*] that a *covered person* must pay for *organ transplant* services from [*non-network*] *providers* in a *year* before a benefit percentage will be increased.]

244000 07/07

### [U]

[***Urgent care*** means those health care services that are appropriately provided for an unforeseen condition of a kind that usually requires attention without delay but that does not pose a threat to life, limb or permanent health of the *covered person*.]

[***Urgent care center*** means any licensed public or private non-hospital *free-standing facility* which has permanent facilities equipped to provide *urgent care* services [on an *outpatient* basis].]

244200 07/07

### [V]

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## [GLOSSARY (continued)]

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### [W]

[**Waiting period** means the period of time, elected by the *policyholder*, which must pass before an *employee* is eligible for coverage under the *policy*.]

[**We, us** or **our** means the offering company as shown on the cover page of the *policy* and *certificate*.]  
244400 07/07

### [X]

### [Y]

[**Year** means [a 365-day period that begins initially on the *policy's* effective date and each 365-day period thereafter beginning on the anniversary date of the *policy*, unless otherwise agreed to by the *policyholder* and *us*.] [the period of time which begins on any January 1st and ends on the following December 31st.] [When *you* first become covered by the *policy*, the first *year* begins for *you* on the effective date of *your* insurance [and ends on the following December 31st].]

[**You** or **your** means any *covered person*.]  
^^

### [Z]

244600 07/07

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## DOMESTIC PARTNER BENEFIT [[RIDER] [AMENDMENT]]

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This [rider] [amendment] is made part of the *policy* to which it is attached. [The effective date of this change is [the latter of the effective date of the *certificate*] [or] [the date this benefit is added to the *policy*].]

All terms used in this [rider] [amendment] have the same meaning given to them in the *certificate* unless otherwise specifically defined in this [rider] [amendment].

This [rider] [amendment] modifies the *policy* as follows:

1200000 04/09

- By adding the definition of *domestic partner* to the "Glossary" section of the *certificate* as follows:

***Domestic partner*** means an individual of the [same] [or] [opposite] gender who resides with the covered *employee* in a long-term relationship of indefinite duration; and, there is an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. *We will allow coverage for only one domestic partner of the covered employee at any one time.* The *employee* and *domestic partner* must <sup>^^</sup>each be at a minimum 18 years of age, competent to contract, and may not be related by blood to a degree of closeness which would prohibit legal marriage in the state in which <sup>^^^</sup>the *employee* and *domestic partner* both legally reside. [We reserve the right to require an affidavit from the *employee* and *domestic partner*<sup>^^^</sup> attesting that the domestic partnership has existed for a minimum period of [6 - 18] months and, periodically thereafter, to require proof that the *domestic partner* relationship continues to exist.]

1200100 04/09

- By deleting the definition of *dependent* in the "Glossary" section of the *certificate* and replacing it with the following:

***Dependent*** means a covered *employee's*:

- Legally recognized spouse or *domestic partner*;
- Unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age;
- Unmarried child whose age is less than the limiting age and for whom the *employee* has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the *employee* is eligible for family coverage until:
  - Such QMCSO or NMSN is no longer in effect; or
  - The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the *policy*[; or][.]
- [Domestic partner's unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age, subject to the following conditions:
  - The *domestic partner's* child must live in the *employee's* household;
  - The *domestic partner's* child is not covered by any other medical plan; and

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## DOMESTIC PARTNER BENEFIT [[RIDER] [AMENDMENT]] (continued)

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- The *domestic partner's* child is not entitled to coverage through another medical plan because of a QMCSO or NMSN.

**Note:** The *domestic partner's* child cannot qualify as a *dependent* prior to the *employee's* *domestic partner* becoming a qualified *dependent*.]

[Under no circumstances shall *dependent* mean a grandchild, great ^^grandchild, foster child or *emancipated minor* [including where the grandchild, great ^^grandchild, foster child or *emancipated minor*] [unless the child] meets all of the qualifications of a dependent as determined by the Internal Revenue Service.]

The coverage for each *dependent* child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [18 – 25]; or
- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [23 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The *dependent* child must be enrolled for sufficient course credits to maintain full-time status as defined by that school. A *dependent* child continues to be eligible for coverage for^^ :
  - Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
  - The earlier of the following if the *dependent* child takes a *medically necessary leave of absence*:
    - Up to one year after the first day of the *medically necessary leave of absence*; or
    - The date coverage would otherwise terminate under this *certificate*.

*We must receive written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.*

*You must furnish satisfactory proof to us, upon our request, that the above conditions continuously exist. If satisfactory proof is not submitted to us, the child's coverage will not continue beyond the last date of eligibility.*

A covered *dependent* child who becomes an employee eligible for other group coverage through employment is no longer eligible as a *dependent* for coverage under the *policy*.

A covered *dependent* child who attains the limiting age while insured under the *policy* remains eligible if the covered *dependent* child is:

- Permanently mentally or physically handicapped; and
- Incapable of self-sustaining employment; and

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## DOMESTIC PARTNER BENEFIT **[[RIDER] [AMENDMENT]]** (continued)

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- Unmarried.

In order for the covered *dependent* child to remain eligible as specified above after attaining the limiting age, *you* must furnish satisfactory proof to *us*, that the above conditions continuously exist.

A handicapped *dependent* child, as defined in the bulleted items above, who attained the limiting age while insured under the *employer's* previous group medical plan (Prior Plan) is eligible for coverage under the *policy*. Please refer to the "Replacement of Coverage" section of this *certificate*.

*You* must furnish satisfactory proof to *us* upon *our* request that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, *we* may not request such proof more often than annually. If satisfactory proof is not submitted to *us*, the child's coverage will not continue beyond the last date of eligibility.

1200200AR 04/09

- By deleting the definition of *family member* in the "Glossary" section of the *certificate* and replacing it with the following:

***Family member*** means *you*, *your* legally recognized spouse or *domestic partner*. It also means *your* or *your* legally recognized spouse's or *domestic partner's* child, brother, sister or parent.

1200300 04/06

### [Humana Insurance Company]

[[Signature of Officer]  
[Typed Name of Officer]  
[Title of Officer] ]

1200400



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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT]

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[This [rider][amendment] is made part of the *policy* to which it is attached. [The effective date of this change is [the latter of the effective date of the *certificate*] [or] [the date this benefit is added to the *policy*].]]

[Notwithstanding any other provisions of the *policy*, expenses covered under this Prescription Drug Benefit [Rider] are not covered under any other provision of the *policy*.] [Any amount in excess of the maximum amount provided under this benefit [rider], if any, is not covered under any other provision in the *policy*.]

[Any expenses incurred by *you* under provisions of this [rider] [benefit] [do not] [will] apply toward *your out-of-pocket limit* [, if any].]

[For the purposes of coordination of benefits, prescription drug coverage under this benefit [rider] will be considered a separate plan and will therefore only be coordinated with other prescription drug coverage.]

[All terms used in this benefit [rider][amendment] have the same meaning given to them in the *certificate*, unless otherwise specifically defined in this benefit [rider][amendment].]  
1800000 03/09

### Prescription drug cost sharing

[*You* are responsible for any and all payments of the following, when applicable, according to the "Schedule of ^^benefits-^^prescription ^^drugs" ^^provision of this benefit [rider]:

- [The [*brand-name medication*] [*generic medication*] drug deductible [, if any]; and]
- The *copayment*[\*].

[\*] [If the dispensing *pharmacy's* charge is less than the [*copayment*][*allowance*], [*you*] [*we*] will be responsible for the lesser amount.] [Any unused *allowance* amount on the initial prescription fill will not be applied to any additional fills for the same drug within a 30-day period.]]

[The amount paid by *us* to the dispensing *pharmacy* may not reflect the ultimate cost to *us* for the drug. *Your* [*copayments*] [*cost share*] [*are*] [*is*] made on a per *prescription* or refill basis and will not be adjusted if *we* receive any retrospective volume discounts or *prescription* drug rebates.]  
1800100 03/09

### Definitions

The following terms are used in this benefit [rider][amendment]:  
^^

[***Allowance*** means the initial amount to be paid by *us* toward a *prescription* or refill of a covered *prescription* drug when dispensed by a *pharmacy*.]  
^^

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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**[Brand-name medication]** means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand-name by an industry-recognized source used by *us*.]

^^^

**[Copayment]** means the amount to be paid by *you* toward the cost of each separate *prescription* or refill of a covered *prescription* drug when dispensed by a *pharmacy*.]

^^^

**[Dispensing limit]** means the monthly drug dosage limit and/or the number of months the drug usage is usually needed to treat a particular condition, as determined by *us*.]

^^^

**[Drug deductible]** means a specified amount of *prescription* drug expenses *you* must incur [per year] before benefits will be paid under this benefit [rider]. These expenses do not^^^ apply toward any other *deductible*, if any, stated in the *policy*.]

^^^

**[Drug list]** means a list of *prescription* drugs, medicines, medications, and supplies specified by *us*.

^^^The *drug list* identifies drugs [as [level] [group] [1] [A] [,] [level] [group] [2] [B] [,] [or] [level] [group] [3] [C] [,] [or] [level] [group] [4] [D] [,] [or] [level] [group] [5] [E] ^^^] and indicates applicable *dispensing limits* [and/or any *prior authorization* [or] *step therapy* requirements].] Visit our Website at [www.humana.com](http://www.humana.com) or call the customer service telephone number on *your* identification card to obtain the *drug list*. [^^^The *drug list* is subject to change without notice.] [[Drugs may move between [levels] [groups] [and] [may be subject to specific time constraints].] [There may be times when [a [level] [group] contains no drugs at all] [or] [a drug may be subject to multiple [levels] [groups]].]]

^^^

**[Generic medication]** means a drug, medicine or medication that is manufactured, distributed, and available from a pharmaceutical manufacturer and identified by the chemical name, or any drug product that has been designated as generic by an industry-recognized source used by *us*.]

^^^

**[Legend drug]** means any medicinal substance, the label of which, under the Federal Food, Drug and Cosmetic Act, is required to bear the legend: "Caution: Federal Law Prohibits dispensing without prescription".]

^^^

**[[Level] [Group] [1] [A] drugs]** means a category of [*generic medication*] *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as [level] [group] [1] [A]^^^.]

^^^

**[[Level] [Group] [2] [B] drugs]** means a category of [*generic medication*] [*brand-name medication*] *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as [level] [group] [2] [B] ^^^.]

^^^

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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[[*Level*] [*Group*] [3] [*C*] **drugs** means a category of [*brand-name medication*] *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as [*level*] [*group*] [3] [*C*] ^^^.]  
^^^

[[*Level*] [*Group*] [4] [*D*] **drugs** means a category of [*brand-name medication*] *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as [*level*] [*group*] [4] [*D*] ^^^.]  
^^^

[[*Level*] [*Group*] [5] [*E*] **drugs** means a category of [*brand-name medication*] *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as [*level*] [*group*] [5] [*E*] ^^^.]  
1801600 03/09

[**Maximum allowable benefit** means a specific amount of *prescription* drug expenses payable by *us* for each *covered person* under this [rider] [amendment].]  
^^^

[**Mail order pharmacy** means a *pharmacy* that provides covered *mail order pharmacy* services, as defined by *us*, and delivers covered *prescriptions* or refills through the mail to *covered persons*.]  
^^^

[**Network pharmacy** means a *pharmacy* that has signed a direct agreement with *us* or has been designated by *us* to provide:

- Covered *pharmacy* services;
- [Covered *specialty pharmacy* services;] [or]
- Covered *mail order pharmacy* services,

as defined by *us*, to *covered persons*, including covered *prescriptions* or refills delivered through the mail.  
]  
^^^

[**Non-network pharmacy** means a *pharmacy* that has not signed a direct agreement with *us* or has not been designated by *us* to provide:

- Covered *pharmacy* services;
- [Covered *specialty pharmacy* services;] [or]
- Covered *mail order pharmacy* services,

as defined by *us*, to *covered persons*, including covered *prescriptions* or refills delivered through the mail.  
]  
^^^

[**Orphan drug** means a drug or biological used for the diagnosis, treatment, or prevention of rare diseases or conditions, which:

- Affects less than 200,000 persons in the United States; or

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- Affects more than 200,000 persons in the United States, however, there is no reasonable expectation that the cost of developing the drug or biological and making it available in the United States will be recovered from the sales of that drug or biological in the United States.]

^^^

[**Personal [pharmacy] account** means an account established by *us* that may be used to offset *your* out-of-pocket cost for [covered *prescription* drugs] [qualified expenses].]

^^^

[**Pharmacist** means a person, who is licensed to prepare, compound and dispense medication, and who is practicing within the scope of his or her license.]

^^^

[**Pharmacy** means a licensed establishment where *prescription* medications are dispensed by a *pharmacist*.]

^^^

[**Prescription** means a direct order for the preparation and use of a drug, medicine or medication. The *prescription* must be given by a *health care practitioner* to a *pharmacist* for *your* benefit and used for the treatment of a *sickness* or *bodily injury* which is covered [under this plan.] The drug, medicine or medication must be obtainable only by *prescription*. The *prescription* may be given to the *pharmacist* verbally [, *electronically*] [or in writing] by the *health care practitioner*. The *prescription* must include at least:

- *Your* name;
- The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
- The date the *prescription* was prescribed; and
- The name and address of the prescribing *health care practitioner*.]

^^^

[**Prior authorization** means the required prior approval from *us* for the coverage of *prescription* drugs, medicines and medications, including the dosage, quantity and duration, as appropriate for *your* diagnosis, age and sex. Certain *prescription* drugs, medicines or medications may require *prior authorization*. [Visit our Website at [www.humana.com](http://www.humana.com) or call the customer service telephone number on *your* identification card to obtain a list of *prescription* drugs, medicines and medications that require *prior authorization*.]]

^^^

^^^

^^^

[**Specialty drug** means a drug, medicine or medication used as a specialized therapy developed for chronic, complex *sicknesses* or *bodily injuries*. *Specialty drugs* may:

- Require nursing services or special programs to support patient compliance;
- Require disease-specific treatment programs;
- Have limited distribution requirements; or

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- Have special handling, storage or shipping requirements.]

^^^

[*Specialty pharmacy* means a *pharmacy* that provides covered *specialty pharmacy* services, as defined by us, to *covered persons*.]

^^^

[*Step therapy* means a type of *prior authorization*. [We may require you to follow certain steps prior to our coverage of some high-cost drugs, medicines or medications.] [We may require you to try a similar drug, medicine or medication that has been determined to be safe, effective and less costly for most people with your condition.] [Alternatives may include over-the-counter drugs, *generic medications* and *brand-name medications*.]]

[*Year* means [a 365-day period that begins initially on the *policy's* effective date and each 365-day period thereafter beginning on the anniversary date of the *policy*, unless otherwise agreed to by the *policyholder* and us.] [the period of time which begins on any January 1st and ends on the following December 31st.] [When you first become covered by the *policy*, the first *year* begins for you on the effective date of your insurance [and ends on the following December 31st.]] ]

1802690 03/09

### Coverage description

We will cover [*generic medication*] *prescription* drugs that are received by you ^^^ while you are covered under this Prescription Drug Benefit [Rider]. Benefits may be subject to *dispensing limits*[,] ^^^[*prior authorization*] [and] [or] [*step therapy*] [requirements], if any.

Covered *prescription* drugs are:

- [[*Generic medication*] [Drugs, medicines or medications] that under federal or state law^^^^ may be dispensed only by *prescription* from a *health care practitioner*^^^^.]

^^^

^^^

- [Drugs, medicines or medications that are included on the *drug list*^^^^.]
- Insulin and *diabetes supplies*^^^^.
- [Hypodermic needles or syringes when prescribed by a *health care practitioner* for use with [insulin or] *self-administered injectable drugs*^^^^. [(Hypodermic needles and syringes used in conjunction with covered drugs may be available at no cost to you)] ^^^.]
- [*Specialty drugs* and *self-administered injectable drugs* [approved by us]^^^^.]

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- [Enteral <sup>^^</sup>formulas and nutritional supplements <sup>^^</sup> for the treatment of phenylketonuria (PKU) or other inherited metabolic disease<sup>^^</sup>, or as otherwise determined by us.]<sup>^^</sup>
- [Spacers and/or peak flow meters for the treatment of asthma.]

[Notwithstanding any other provisions of the *policy*, we may decline coverage or, if applicable, exclude [from the *drug list*] any and all *prescriptions* [, including new indications for an existing *prescription*,] until the conclusion of a review period not to exceed [six – twelve] months following FDA approval for the use and release of the *prescriptions* [, including new indications for an existing *prescription*,] into the market.]

1802700 03/09

### Schedule of benefits - prescription drugs

[You are responsible for [the following]:]

[[ $\$0 - \$1000$ ] [*brand-name medication*] *drug deductible* for *prescription* drugs per *covered person* [per *year*].] [This *drug deductible* applies to [level] [group] [1] [A] [*drugs*] [,] [and] [level] [group] [2] [B] [*drugs*] [,] [and] [level] [group] [3] [C] [*drugs*] [,] [and] [level] [group] [4] [D] [*drugs*] [and] [level] [group] [5] [E] [*brand-name medication*] *drugs*.] [*Drug deductible* amounts accumulate separately for [level] [group] [1] [A] [*drugs*] [,] [level] [group] [2] [B] [*drugs*] [,] [level] [group] [3] [C] [*drugs*] [and] [level] [group] [4] [D] [*drugs*] [and] [level] [group] [5] [E] *drugs*.]

[[Retail pharmacy [/ specialty pharmacy]]

[Up to [1-120]-day supply]

[[Level] [Group] [1] [A] [ <i>drugs</i> ][**] [Drugs appearing on the <i>drug list</i> ] [Benefit] <sup>^^</sup> ]	[[[Not Covered] [No Benefit] [ $\$0 - \$100$ ] [10-100%] [ <i>copayment</i> ] [with a minimum <i>copayment</i> of [ $\$1 - 50$ ]] [and] [Amounts exceeding [ $\$1 - \$10,000$ ]] [ <i>allowance</i> ] [up to a] [maximum <i>copayment</i> ] [of] [ $\$0 - \$10,000$ ] <sup>^^</sup> [per <i>prescription</i> or refill] <sup>^^</sup> .]  [After <i>copayments</i> [for a [level] [group] [1] [A] [ <i>drug</i> ]] equal [ $\$0 - \$10,000$ ] in a year for a <i>covered person</i> , no further <i>copayments</i> must be made for that <i>covered person</i> [for a [level] [group] [1] [A] [ <i>drug</i> ] [for the remainder of that year].]  [Coverage [for [level] [group] [1] [A] <i>drugs</i> ] is limited to a <i>maximum allowable benefit</i> of [ $\$500 - \$20,000$ ] in a year [for a <i>covered person</i> ].] <sup>^^</sup>  [[ <i>Network pharmacy</i> :] [0 - 100%] [ <i>coinsurance</i> ] [Covered in full] [benefit payable] <sup>^^</sup> [after [ <i>network provider</i> ] <i>deductible</i> ] [ <i>per prescription or refill</i> ][.]]
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**PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT]**  
(continued)

	<p>[[Non-network pharmacy:] [0 - 100%] [coinsurance] [Covered in full] [benefit payable] [after [[non-]network provider] deductible] [per prescription or refill][.]]</p>
[[Level] [Group] [2] [B] drugs[**] ^^]	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^300] [10-100%] [copayment] [with a minimum copayment of \$[1-^^150]] [and] [Amounts exceeding \$[1-\$^^15,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$^^15,000]] [per prescription or refill] ^^.]</p> <p>[After copayments [for a [level] [group] [2] [B] [drug]] equal [\$0-\$^^15,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [2] [B] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [2] [B] drugs] is limited to a maximum allowable benefit of [\$500 - \$^^25,000] in a year [for a covered person].]^^]</p>
[[Level] [Group] [3] [C] drugs[**] ^^]	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^600] [10-100%] [copayment] [with a minimum copayment of \$[1-^^300]] [and] [Amounts exceeding \$[1-\$^^20,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$^^20,000]] [per prescription or refill] ^^.]</p> <p>[After copayments [for a [level] [group] [3] [C] [drug]] equal [\$0-\$^^20,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [3] [C] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [3] [C] drugs] is limited to a maximum allowable benefit of [\$500 - \$^^30,000] in a year [for a covered person].]^^]</p>
[[Level] [Group] [4] [D] drugs[**] ^^]	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^1800] [10-100%] [copayment] [with a minimum copayment of \$[1-^^900]] [and] [Amounts exceeding \$[1-\$^^25,000]] [allowance] [up to a] [maximum</p>

## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

	<p><i>copayment</i>] [of] [\$0 - \$^^25,000]] [per <i>prescription</i> or refill] ^^.]</p> <p>[After <i>copayments</i> [for a [level] [group] [4] [D] [drug]] equal [\$0-\$^^25,000] in a year for a <i>covered person</i>, no further <i>copayments</i> must be made for that <i>covered person</i> [for a [level] [group] [4] [D] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group][4] [D] drugs] is limited to a <i>maximum allowable benefit</i> of [\$500 - \$^^35,000] in a year [for a <i>covered person</i>.]^^]</p>
[[Level] [Group] [5] [E] drugs]**] ^^	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^2600] [10-100%] [<i>copayment</i>] [with a minimum <i>copayment</i> of \$[1-^^1800]] [and] [Amounts exceeding [\$1-\$^^30,000]] [<i>allowance</i>] [up to a] [maximum <i>copayment</i>] [of] [\$1 - \$^^30,000]] [per <i>prescription</i> or refill] [per year].]</p> <p>[After <i>copayments</i> [for a [level] [group] [5] [E] [drug]] equal [\$0-\$^^30,000] in a year for a <i>covered person</i>, no further <i>copayments</i> must be made for that <i>covered person</i> [for a [level] [group] [5] [E] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [5] [E] drugs] is limited to a <i>maximum allowable benefit</i> of [\$500 - \$^^40,000] in a year [for a <i>covered person</i>.]^^]</p>

]

[Some retail *pharmacies* [and *specialty pharmacies*] participate in our program, which allows you to receive a [10-^^180]-day supply of a *prescription* or refill. Your cost is [amounts exceeding] [[1-3] times] [the applicable] [*copayment*] [*allowance*] [as outlined above] [,after [any] [applicable] [the] *drug deductible* is met] [amount as calculated for the *copayment* above] [0-100%] [benefit payable after [the] applicable *network provider deductible* [or *non-network provider deductible*]]].] [Self-administered *injectable drugs* and *specialty drugs* are limited to a [^^1-120]-day supply from a retail *pharmacy* [or *specialty pharmacy*], unless otherwise determined by us.]]

[[Specialty pharmacy]

[Up to [1-120]-day supply]

[[Level] [Group] [1] [A] [drugs]**] [Drugs appearing on the <i>drug list</i> ]	[[[Not Covered] [No Benefit] [\$0-\$100] [10-100%] [ <i>copayment</i> ] [with a minimum <i>copayment</i> of \$[1-
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# PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

<p>[Benefit] ^^^</p>	<p>50]] [and] [Amounts exceeding [\$1-\$10,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$10,000]] [per prescription or refill] ^^^ [per specialty drug or self-administered injectable drug] ^^^ [per year].]</p> <p>[After copayments [for a [level] [group] [I] [A] [drug]] equal [\$0-\$10,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [I] [A] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [I] [A] drugs] is limited to a maximum allowable benefit of [\$500 - \$20,000] in a year [for a covered person].] ^^^</p> <p>[[Network pharmacy:] [0 - 100%] [coinsurance] [Covered in full][benefit payable] ^^^[after [network provider] deductible] [per prescription or refill] [per specialty drug or self-administered injectable drug][.]]</p> <p>[[Non-network pharmacy:] [0 - 100%] [coinsurance] [Covered in full] [benefit payable] [after [[non-]network provider] deductible] [per prescription or refill] [per specialty drug or self-administered injectable drug][.]]</p>
<p>[[Level] [Group] [2] [B] drugs]** ^^^</p>	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^^300] [10-100%] [copayment] [with a minimum copayment of [\$1-^^^150]] [and] [Amounts exceeding [\$1-\$^^^15,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$^^^15,000]] [per prescription or refill] [per year] [per specialty drug or self-administered injectable drug] ^^^.]</p> <p>[After copayments [for a [level] [group] [2] [B] [drug]] equal [\$0-\$^^^15,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [2] [B] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [2] [B] drugs] is limited to a maximum allowable benefit of [\$500 - \$^^^25,000] in a year [for a covered person].] ]</p>

**PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT]**  
(continued)

<p>[[Level] [Group] [3] [C] drugs[**] ]^^</p>	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^600] [10-100%] [copayment] [with a minimum copayment of \$[1-^^300]] [and] [Amounts exceeding \$[1- \$^^20,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$^^20,000]] [per prescription or refill] [per year] [per specialty drug or self-administered injectable drug] ^^.]</p> <p>[After copayments [for a [level] [group] [3] [C] [drug]] equal [\$0-\$^^20,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [3] [C] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [3] [C] drugs] is limited to a maximum allowable benefit of [\$500 - \$^^30,000] in a year [for a covered person].]</p>
<p>[[Level] [Group] [4] [D] drugs[**] ]^^</p>	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^1800] [10-100%] [copayment] [with a minimum copayment of \$[1-^^900]] [and] [Amounts exceeding \$[1- \$^^25,000]] [allowance] [up to a] [maximum copayment] [of] [\$0 - \$^^25,000]] [per prescription or refill] [per year] [per specialty drug or self-administered injectable drug] ^^.]</p> <p>[After copayments [for a [level] [group] [4] [D] [drug]] equal [\$0-\$^^25,000] in a year for a covered person, no further copayments must be made for that covered person [for a [level] [group] [4] [D] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [4] [D] drugs] is limited to a maximum allowable benefit of [\$500 - \$^^35,000] in a year [for a covered person].]</p>
<p>[[Level ] [Group] [5] [E] drugs[**] ]^^</p>	<p>[[[Not Covered] [No Benefit] [\$0 - \$^^2600] [10-100%] [copayment] [with a minimum copayment of \$[1-^^1800]] [and] [Amounts exceeding \$[1- \$^^30,000]] [allowance] [up to a] [maximum copayment] [of] [\$1 - \$^^30,000]] [per prescription or refill] ^^ [per specialty drug or self-administered injectable drug] [per year].]</p>

## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

	<p>[After <i>copayments</i> [for a [level] [group] [5] [E] [drug]] equal [\$0-\$^^30,000] in a year for a <i>covered person</i>, no further <i>copayments</i> must be made for that <i>covered person</i> [for a [level] [group] [5] [E] [drug] [for the remainder of that year].]</p> <p>[Coverage [for [level] [group] [5] [E] drugs] is limited to a <i>maximum allowable benefit</i> of [\$500 - \$^^40,000] in a year [for a <i>covered person</i>].]</p>
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]

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[Mail order pharmacy

Up to [10-180]-day supply

<p>^^ [Level] [Group] [1] [A] [drugs] [**] [,] [Level] [Group] [2] [B] [drugs] [**] [,] [and] [Level] [Group] [3] [C] [drugs] [**] [,] [and] [Level] [Group] [4] [D] [drugs] [**] [,] [and] [Level] [Group] [5] [E] [drugs] [**] [Benefit]</p>	<p>[[[Not Covered] [No Benefit] [Amounts exceeding] [1-3] [times the applicable] <i>copayment allowance</i>] [amount as calculated for the <i>copayment</i> [per prescription or refill]] [,] [as outlined] above under <b>Retail pharmacy</b> [/ <b>specialty pharmacy</b>]]] [per prescription or refill] [,] subject to one <i>allowance</i> for up to a [10-^^180]-day supply] [,after [any] [applicable] [the] <i>drug deductible</i> is met] [per prescription or refill][.]]</p> <p>[[<i>Network pharmacy</i>:] [0 - 100%] [<i>coinsurance</i>] [Covered in full] [benefit payable]^^ [after [<i>network provider</i>] <i>deductible</i>] [per prescription or refill][.]]</p> <p>[[<i>Non-network pharmacy</i>:] [0 - 100%] [<i>coinsurance</i>] [Covered in full] [benefit payable] [after [[<i>non-network provider</i>] <i>deductible</i>]^^ [per prescription or refill][.]]</p>
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]

^^^

[Drugs not appearing on the *drug list* will be covered after [one - three (1-3)] times the *copayment*.]

^^^

[[[\*\*] After *copayments* [for [level] [group] [1] [A] [drugs] [,] [and] [level] [group] [2] [B] [drugs] [,] [and] [level] [group] [3] [C] [drugs] [,] [and] [level] [group] [4] [D] [drugs] [and] [level] [group] [5] [E] [drugs]] equal [\$^^100 - \$^^40,000] in a year [for a *covered person*], no further *copayments* must be made [for that *covered person*] [for [level] [group] [1] [A] [drugs] [,] [and]

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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[level] [group] [2] [B] [drugs] [,] [and] [level] [group] [3] [C] [drugs] [,] [and] [level] [group] [4] [D] [drugs] [and] [level] [group] [5] [E] [drugs]] [for the remainder of that year].]

[[\*\*] Coverage [for [level] [group] [1] [A] [drugs] [,] [and] [level] [group] [2] [B] [drugs] [,] [and] [level] [group] [3] [C] [drugs] [,] [and] [level] [group] [4] [D] [drugs] [and] [level] [group] [5] [E] [drugs]] is limited to a *maximum allowable benefit* of [\$^^100 - \$^^40,000] in a year [for a covered person].]

[For [level] [group] drugs indicating “[No Benefit] [Not Covered]”, you may still receive a discount off the retail cost based on negotiated arrangements with *network pharmacies*.]

^^^

### [[Non-network pharmacy]

[When a *non-network pharmacy* is used] [or] [when you do not present your identification card at the time of purchase to a *network pharmacy*], you must pay for the *prescription* at the time it is dispensed and then file a claim for reimbursement with us[, as described in your *certificate*]. [You will also be responsible for [30% - 50%] of the actual charge made by the dispensing *pharmacy*, after the applicable *copayment*.] [This does not apply to [level] [group] [1] [A] [drugs] [,] [and] [level] [group] [2] [B] [drugs] [,] [and] [level] [group] [3] [C] [drugs] [,] [and] [level] [group] [4] [D] [drugs] [and] [level] [group] [5] [E] [drugs].] [In most cases, you will pay more if you obtain *prescriptions* ^^from a *non-network pharmacy*.]]

[^^If you [or the prescribing *health care practitioner*] request a *brand-name medication* when a *generic medication* is available, your cost share is greater. ^^You are responsible for the applicable [generic medication] *copayment* and 100% of the difference between the amount we would have paid the dispensing *pharmacy* for the *brand-name medication* and the amount we would have paid the dispensing *pharmacy* for the *generic medication*; unless, the prescribing *health care practitioner* determines that the *brand-name medication* is *medically necessary*^^. ^^Then you ^^are only ^^responsible for the [applicable] [copayment ^^of a *brand-name medication* [on the drug list]] [or the *copayment* for a medication not on the *drug list*].]

^^^

### [Mandatory Mail

Following the initial fill and one refill of a covered prescription drug or therapeutic equivalent medication prescribed by one or more *health care practitioners* and dispensed by one or more retail pharmacies, all subsequent refills must be obtained through a *mail order pharmacy*.]

^^^

[For [up to] a [[^^10-^^180]-day] supply of a medication received from a *mail order pharmacy*, you must pay [the amount in excess of] [[1-3]time(s)] the applicable [copayment] [allowance][, subject to one [copayment] [allowance] for up to a 30-day supply].]

^^^

^^^

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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^^^1803400 03/09

### [Personal [pharmacy] account benefit

If the dispensing *pharmacy* charge is less than the *allowance*, we will pay the lesser amount. The difference will then be placed into the *employee's personal [pharmacy] account*. The funds available in this account shall be used to offset any out-of-pocket expenses for [covered *prescription* drugs] [qualified expenses] incurred by *you*. [These funds are available only when covered *prescription* drugs are received at a *network pharmacy*.] Upon termination of coverage, all access to the funds by *you* will cease and any unused amounts returned to *us*. [If *you* continue to be covered under a *prescription* drug benefit which includes a *personal [pharmacy] account*, the funds accumulated will carryover to the following year.]]  
1803500 4/04

### Limitations and exclusions

Unless specifically stated otherwise, ^^^no benefit ^^^will be provided for, or on account of, the following items:  
1803600 03/09

- [Legend drugs, which are not deemed *medically necessary* by *us*^^^.]  
^^^
- [Brand-name medications^^^.]  
^^^
- [More than two fills for the same drug or therapeutic equivalent medication prescribed by one or more *health care practitioners* and dispensed by one or more retail *pharmacies*^^^.]  
^^^
- [Any drug prescribed for intended use other than for:
  - Indications approved by the FDA; or
  - Off-label indications recognized through peer-reviewed medical literature^^^.]^^^
- [Any drug prescribed for a *sickness* or *bodily injury* not covered under the *policy*^^^.]  
^^^
- [Any drug, medicine or medication that is either:
  - ^^^Labeled "Caution-limited by federal law to investigational use"; or ^^^
  - *Experimental or investigational or for research purposes*, ^^^

even though a charge is made to *you*^^^.]

1804200 03/09

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- [Allergen extracts<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Therapeutic devices or appliances, including, but not limited to:
  - Hypodermic needles and syringes [(except needles and syringes for [use with insulin<sup>^^^</sup> and] [self-administered injectable drugs, whose coverage is approved by us]);]
  - Support garments;
  - Test reagents;
  - Mechanical pumps for delivery of medications; and
  - Other non-medical substances<sup>^^^</sup>.]<sup>^^^</sup>
- [Dietary supplements<sup>^^^</sup>, <sup>^^^</sup>except <sup>^^^</sup>enteral formulas <sup>^^^</sup>and nutritional supplements <sup>^^^</sup>for the treatment of phenylketonuria <sup>^^^</sup>(PKU<sup>^^^</sup>) or <sup>^^^</sup>other <sup>^^^</sup>inherited metabolic disease<sup>^^^</sup>. [Refer to the “Covered Expenses” section of [the] [this] certificate for coverage of low protein modified foods <sup>^^^</sup>.]  
<sup>^^^</sup>
- [Nutritional products<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Fluoride supplements<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Minerals<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Growth hormones (medications, drugs or hormones to stimulate growth) for idiopathic short stature.]
- [Growth hormones (medications, drugs or hormones to stimulate growth) [, unless there is a laboratory confirmed diagnosis of growth hormone deficiency] [, or as otherwise determined by us] <sup>^^^</sup>.]  
<sup>^^^</sup>
- [Herbs and vitamins, except prenatal (including greater than one milligram of folic acid) [and pediatric multi-vitamins with fluoride] <sup>^^^</sup>.]  
1805000 03/09
- [Anabolic steroids<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Anorectic or any drug used for the purpose of weight control<sup>^^^</sup>.]  
<sup>^^^</sup>
- [Any drug used for cosmetic purposes[, including, but not limited to:

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- Tretinoin, e.g. Retin A, except if *you* are under the age of 45 or are diagnosed as having adult acne;
- Dermatologicals or hair growth stimulants; or
- Pigmenting or de-pigmenting agents, e.g. Solaquin] ^^^.]  
^^^
- [Any drug or medicine that is:
  - Lawfully obtainable without a *prescription* (over-the-counter drugs), except insulin; or
  - Available in prescription strength without a *prescription*^^^^.]  
^^^
- [Compounded drugs in any dosage form[^^^, except when prescribed for pediatric use for children up to 19 years of age] [, or as otherwise determined by *us*]^^^^.]  
^^^
- [Progesterone crystals or powder in any compounded dosage form [, unless otherwise determined by *us*] ^^^.]  
^^^
- [Contraceptives, other than oral, whether medication or device[, regardless of the purpose for which they are prescribed]^^^^.]  
^^^
- [Abortifacients (drugs used to induce abortions) ^^^.]  
^^^
- [Infertility services including medications^^^^.]  
^^^
- [Any drug prescribed for impotence and/or sexual dysfunction[, e.g. Viagra]^^^^.]  
1806000 03/09
- [Any drug, medicine or medication that is consumed or injected at the place where the *prescription* is given, or dispensed by the *health care practitioner*^^^^.]  
^^^
- [The administration of covered medication(s) ^^^.]  
^^^
- [Prescriptions that are to be taken by or administered to *you*, in whole or in part, while *you* are a patient in a facility where drugs are ordinarily provided by the facility on an inpatient basis. [Inpatient facilities include, but are not limited to:
  - Hospital;
  - Skilled nursing facility; or
  - Hospice facility^^^^.]]

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- [Injectable drugs, including, but not limited to:
  - Immunizing agents [, unless otherwise determined by us];
  - Biological sera;
  - Blood;
  - Blood plasma; or
  - Self-administered injectable drugs or specialty drugs for which coverage is not approved by us^^^.]

^^^

- [Prescription refills:
  - In excess of the number specified by the health care practitioner; or
  - Dispensed more than one year from the date of the original order^^^.]

^^^

- [Any portion of a prescription or refill that exceeds a [10 – ^^^180]-day supply^^^ when received from a mail order pharmacy or a retail pharmacy that participates in our program, which allows you to receive a [10-^^^180]-day supply of a prescription or refill^^^.]

^^^

- [Any portion of a prescription or refill that exceeds a [^^^1 – 120]-day supply^^^ when received from a retail pharmacy that does not participate in our program, which allows you to receive a [10-^^^180]-day supply of a prescription or refill^^^.]

^^^

- [Any portion of a specialty drug or self-administered injectable drug ^^^that exceeds a [^^^1 – 120]-day supply, unless otherwise determined by us^^^.]

^^^

- [Any portion of a prescription or refill that:
  - Exceeds our drug specific dispensing limit, e.g. IMITREX; ^^^
  - Is dispensed to a covered person, whose age is outside the drug specific age limits defined by us; or
  - Exceeds the duration-specific dispensing limit^^^.]

^^^

- [Any drug for which prior authorization [or step therapy] is required, as determined by us, and not obtained^^^.]

1806800 03/09

- [Any drug for which a charge is customarily not made^^^.]

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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- [Any drug, medicine or medication received by *you*:
  - Before becoming covered [under this rider]; or
  - After the date *your* coverage [under this rider] has ended<sup>^^^</sup>.]^^^
- [Any costs related to the mailing, sending or delivery of *prescription* drugs<sup>^^^</sup>.]  
^^^
- [Any intentional misuse of this benefit, including *prescriptions* purchased for consumption by someone other than *you*<sup>^^^</sup>.]  
^^^
- [Any *prescription* or refill for drugs, medicines or medications that are lost, stolen, spilled, spoiled, or damaged<sup>^^^</sup>.]  
1807300 03/09
- [Any service, supply or therapy to eliminate or reduce a dependency on, or addiction to, tobacco and tobacco products, including, but not limited to, nicotine withdrawal therapies, programs, services or medications<sup>^^^</sup>.]  
^^^
- [Drug delivery implants <sup>^^^</sup> <sup>^^^</sup>.]  
^^^
- [Treatment for onychomycosis (nail fungus) <sup>^^^</sup>.]  
^^^
- [[More than one *prescription* or refill within a 23-day period for the same drug or therapeutic equivalent medication prescribed by one or more *health care practitioners* and dispensed by one or more *pharmacies*, unless received from a [*mail order pharmacy*] [or] [a] [*specialty pharmacy*] [or] [a] [*retail pharmacy* that participates in *our* program, which allows *you* to receive a [<sup>^^^</sup>1- <sup>^^^</sup>180]-day supply of a *prescription* or refill]. For drugs received from a [*mail order pharmacy*] [or] [a] [*specialty pharmacy*] [or] [a] [*retail pharmacy* that participates in *our* program, which allows *you* to receive a [<sup>^^^</sup>1-<sup>^^^</sup>180]-day supply of a *prescription* or refill], more than one *prescription* or refill within a 20-day period for a 1-30 day supply; or a 60[-90]-day period for a [61-<sup>^^^</sup>180]-day supply.] [More than one *prescription* or refill for the same drug or therapeutic equivalent medication prescribed by one or more *health care practitioners* and dispensed by one or more *pharmacies* until *you* have used, or should have used, at least 75% of the previous *prescription* or refill, unless the drug or therapeutic equivalent medication is purchased through a [*mail order pharmacy*] [,] [or] [a] [*specialty pharmacy*] [,] [or] [a] [*retail pharmacy* that participates in *our* program, which allows *you* to receive a [<sup>^^^</sup>1-<sup>^^^</sup>180]-day supply of a *prescription* or refill], in which case *you* have used, or should have used 66% of the previous *prescription*.] [(Based on the dosage schedule prescribed by the *health care practitioner*)] <sup>^^^</sup>.]  
^^^
- [Any drug or biological that has received designation as an *orphan drug*, unless approved by *us*<sup>^^^</sup>. ]

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## PRESCRIPTION DRUG BENEFIT [RIDER][AMENDMENT] (continued)

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^^^

- [Any ^^amount you paid for a *prescription* that has been filled, regardless of whether the *prescription* is revoked or changed due to adverse reaction or change in dosage or *prescription*^^.]

^^^

^^^

^^^

- [These limitations and exclusions apply even if a *health care practitioner* has [performed or] prescribed a medically appropriate [procedure,] [service,] treatment, supply, or *prescription*. This does not prevent *your health care practitioner* or *pharmacist* from providing [or performing] the [procedure,] [service,] treatment, supply, or *prescription*; however, the [procedure,] [service,] treatment, supply, or *prescription* will not be a *covered expense*.]

1807955 03/09

[Humana Insurance Company]

[

[Signature of Officer]  
[Typed Name of Officer]  
[Title of Officer]]

1808000

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## MEDICARE COMPANION PLAN AMENDMENT

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This amendment is made part of the *policy* to which it is attached. [The effective date of this change is [the latter of the effective date of the *certificate*] [or] [the date this benefit is added to the *policy*].]

All terms used in this amendment have the same meaning given to them in the *certificate* unless otherwise specifically defined in this amendment.

**For the purposes of this plan the *retired employee*, as defined below, assumes the same responsibilities as indicated for the *employee* throughout the *policy*.**

3005000 03/07

### Glossary

The "Glossary" section of *your certificate* is amended as follows:

**The following defined term is added:**

3005020 03/07

***Retired employee*** means a retiree of the *employer* who is enrolled in a retiree health plan offered by *us*.

3005050

**The following defined terms are revised as follows:**

3005080

***Covered person*** means the *retired employee's dependents* who are enrolled for benefits provided under the *policy*.

3005100 03/07

**[*Dependent*** means a *retired employee's*:

- Legally recognized spouse;
- Unmarried natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age; or
- Unmarried child whose age is less than the limiting age and for whom the *retired employee* has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the *retired employee* is eligible for family coverage until:
  - Such QMSCO or NMSN is no longer in effect; or
  - The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the *policy*.

[Under no circumstances shall *dependent* mean a grandchild, great grandchild, foster child or *emancipated minor* [including where the grandchild, great grandchild, foster child or *emancipated*

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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*minor*][unless the child] meets all of the qualifications of a dependent as determined by the Internal Revenue Service.]

The coverage for each *dependent* child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [18 – 25]; or
- The [birthday][,] [end of the month][,] [end of the year][,] [first of the month] [following the date] that he or she attains the age of [23 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The *dependent* child must be enrolled for sufficient course credits to maintain full-time status as defined by that school. A *dependent* child continues to be eligible for coverage for^^^ :
  - Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
  - The earlier of the following if the *dependent* child takes a *medically necessary leave of absence*:
    - Up to one year after the first day of the *medically necessary leave of absence*; or
    - The date coverage would otherwise terminate under this *certificate*.

*We must receive written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.*

*You must furnish satisfactory proof to us, upon our request, that the above conditions continuously exist. If satisfactory proof is not submitted to us, the child's coverage will not continue beyond the last date of eligibility.*

A covered *dependent* child who becomes an employee eligible for other group coverage through employment is no longer eligible as a *dependent* for coverage under the *policy*.

A covered *dependent* child who attains the limiting age while insured under the *policy* remains eligible if the covered *dependent* child is:

- Permanently mentally or physically handicapped; and
- Incapable of self-sustaining employment; and
- Unmarried.

In order for the covered *dependent* child to remain eligible as specified above after attaining the limiting age, *you* must furnish satisfactory proof to *us*, that the above conditions continuously exist.

A handicapped *dependent* child, as defined in the bulleted items above, who attained the limiting age while insured under the *employer's* previous group medical plan (Prior Plan) is eligible for coverage under the *policy*. Please refer to the "Replacement of Coverage" section of this *certificate*.

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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*You* must furnish satisfactory proof to *us* upon *our* request that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, *we* may not request such proof more often than annually. If satisfactory proof is not submitted to *us*, the child's coverage will not continue beyond the last date of eligibility.

3005120AR 04/09

^^

### Eligibility and effective dates

The "Eligibility and Effective Dates" section is removed from *your certificate* in its entirety and replaced with the following:

3005160

### Eligibility

*Dependents* of a *retired employee* are only eligible for this group coverage when:

- The *dependent* is not eligible for *Medicare*;
- The *dependent* does not have other medical insurance; and
- The *employer* has elected coverage for the *dependents* of a *retired employee*.

3005180 03/07

### Dependent eligibility date

Each *dependent* is eligible for coverage on:

- The date of the *retired employee's* enrollment, if he or she has *dependents* who may be covered on that date;
- The date of the *retired employee's* marriage for any *dependents* (spouse or child) acquired on that date;
- The date of birth of the *retired employee's* natural-born child;
- The date of placement of the child for the purpose of adoption by the *retired employee*; or
- The date specified in a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) for a child, or a valid court or administrative order for a spouse, which requires the *retired employee* to provide coverage for a child or spouse as specified in such orders.

A *dependent* child who enrolls for other group coverage through any employment is no longer eligible for group coverage under the *policy*. If a *dependent* child becomes an *employee* of the *employer*, he or she is no longer eligible as a *dependent* and must ^^ request enrollment as an eligible *employee*.

3005200 04/09

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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### Enrollment

*Dependents* eligible for coverage under the *policy* may enroll for coverage as specified in the enrollment provisions outlined below.

3005210 04/09

### Dependent enrollment

^^If electing *dependent* coverage, the *retired employee* must enroll ^^eligible *dependents*, as agreed to by the *policyholder* and *us*, within 31 days of the *dependent's eligibility date* or within the time period specified in the "Special Enrollment" provision.

^^^

The *dependent* is a *late applicant* if enrollment is requested more than 31 days after the *dependent's eligibility date* or later than the time period specified in the "Special Enrollment" provision. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

Depending on the total number of *employees* covered by the *employer's policy*, we may require any *dependent* to provide evidence of health status whenever enrolling as permitted by laws, rules, or regulations. We will not use *health status-related factors* to decline coverage to an eligible *dependent* and we will administer this provision in a non-discriminatory manner.

3005220 04/09

### Newborn dependent enrollment

A *retired employee* who already has *dependent* child coverage in force prior to the newborn's date of birth ^^ must notify *us* ^^ within 90 days after the date of birth to enroll the newborn for coverage.

A *retired employee* who does not have *dependent* child coverage must elect *dependent* coverage and enroll the newborn *dependent*, as agreed to by the *policyholder* and *us*, within 90 days after the newborn's date of birth.

A newborn *dependent* is a *late applicant* if enrollment is requested more than 90 days after the date of birth. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special Enrollment" provision.]

3005240AR 04/09

### Special enrollment

^^^

Special enrollment is available if the following apply:

- The *retired employee* has a change in family status due to:

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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- Marriage;
  - Divorce;
  - A Qualified Medical Child Support Order (QMCSO);
  - A National Medical Support Notice (NMSN);
  - The birth of a natural born child; or
  - The adoption of a child or placement of a child with the *retired employee* for the purpose of adoption; and
  - You enroll within 31 days after the *special enrollment date*; or
- You are a *dependent* eligible for coverage under the *policy*, and:
    - You previously declined enrollment stating you were covered under another group health plan or other *health insurance coverage*; and
    - Loss of eligibility of such other coverage occurs, regardless of whether you are eligible for, or elect COBRA; and
    - You enroll within 31 days after the *special enrollment date*.

Loss of eligibility of other coverage includes, but is not limited to:

^^^

- Termination of employment or eligibility;
  - Reduction in number of hours of employment; ^^^
  - Loss of dependent eligibility, such as attainment of the limiting age;
  - Termination of your employer's contribution for the coverage; ^^^
  - Loss of individual HMO coverage because you no longer reside, live or work in the service area;
  - Loss of group HMO coverage because you no longer reside, live or work in the service area, and no other benefit package is available;
  - An incurred claim meeting or exceeding a lifetime limit on all benefits; or
  - The plan no longer offers benefits to a class of similarly situated individuals; or
- You had COBRA continuation coverage under another plan at the time of eligibility, and ^^^:
    - ^^^
    - Such coverage has since been exhausted; and
    - You stated ^^^ at the time of the initial enrollment^^^ that coverage under ^^^ COBRA ^^^ was your reason for declining enrollment; and
    - You enroll within 31 days after the *special enrollment date*; or
    - ^^^
  - You were covered under an alternate plan provided by the *employer* ^^^ that terminates, and:
    - You are replacing coverage with this *policy*; and
    - You enroll within 31 days after the *special enrollment date*; or
- ^^^
- You are a *dependent* eligible for coverage under the *policy* that is not a high deductible health plan (HDHP), and:

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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- Your Medicaid coverage or your Children's Health Insurance Program (CHIP) coverage terminated as a result of loss of eligibility; and
- You enroll within 60 days after the *special enrollment date*; or
- You are a *dependent* eligible for coverage under the *policy* that is not a high deductible health plan (HDHP), and:
  - You become eligible for a premium assistance subsidy under Medicaid or CHIP; and
  - You enroll within 60 days after the *special enrollment date*.

[The *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*.]]

3005260 04/09

### Dependent special enrollment ^^^

The *dependent* special enrollment ^^^ is ^^^ the time period ^^^ specified in the "Special Enrollment" provision.

If *dependent* coverage is available under the *employer's policy* or added to the *policy*, a *retired employee* can enroll eligible *dependents* during the ^^^ applicable special enrollment. ^^^[The *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. [A *late applicant* must wait to enroll for coverage during the *open enrollment period*.]]

3005280 04/09

### [Open enrollment

Eligible *dependents* that did not enroll for coverage under the *policy* following their *eligibility date* or *special enrollment date* have an opportunity to enroll for coverage during the *open enrollment period*. The *open enrollment period* is also the opportunity for *late applicants* to enroll for coverage.

Enrollment must be requested for eligible *dependents*, including *late applicants*, during the *open enrollment period*. If enrollment is requested after the *open enrollment period*, the *dependent* must wait to enroll for coverage during the next open enrollment period, unless they become eligible for special enrollment as specified in the "Special Enrollment" provision.]

3005285 04/09

### Effective date

The provisions below specify the *effective date* of coverage for *dependents* if enrollment is requested within 31 days of the *dependent's eligibility date* or within the time period specified in the "Special Enrollment" provision. [For a *late applicant*, the *effective date* of coverage is the first of the month following receipt of enrollment.] [If enrollment is requested during an *open enrollment period*, the *effective date* of coverage is specified in the "Open Enrollment Effective Date" provision.]



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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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3005290 04/09

### Dependent effective date

^^^

The *dependent's effective date* is the date the *dependent* is eligible for coverage if enrollment is requested within 31 days of the *dependent's eligibility date*. The *special enrollment date* is the *effective date* of coverage for the *dependent* that requests enrollment within the time period specified in the "Special Enrollment" provision. The *dependent effective dates* specified in this provision apply to a *dependent* who is not a *late applicant*.

^^^In no event will the *dependent's effective date of coverage*^^^ be prior to the *retired employee's* enrollment.

3005300 04/09

### Newborn dependent effective date

^^^

The effective date of coverage for a newborn *dependent* is the date of birth if enrollment is requested within 90 days of the newborn's date of birth and the newborn is not a *late applicant*.

[**Note:** Premium is due for any period of newborn *dependent* coverage whether or not the newborn *dependent* is subsequently enrolled ^^^, unless specifically not allowed by applicable law.]

3005320 04/09

### [Open enrollment effective date

The *effective date* of coverage for a *dependent*, including a *late applicant*, who requests enrollment during an *open enrollment period*, is the first day of the *policy year* as agreed to by the *policyholder* and *us*.]

3005330 04/09

### Benefit changes

Benefit changes will become effective on the date specified by *us*.

3005340

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## MEDICARE COMPANION PLAN AMENDMENT (continued)

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### Termination provisions

The "Termination Provisions" section is removed from *your certificate* in its entirety and replaced with the following:

3005360

### Termination of insurance

The date of termination, as described in this "Termination Provisions" section, may be the actual date specified or the end of that month, as selected by the *employer* on the Employer Group Application.

When *we* receive notification of a change in eligibility status [in advance of the effective date of the change], insurance will terminate on the actual date specified by the *employer* and/or *retired employee* or at the end of that month, as selected by *your employer* on the Employer Group Application.

3005380 03/07

Otherwise, insurance terminates on the earliest of the following:

- The date the *retired employee's* coverage terminates;
- The date this *group policy* terminates;
- The end of the period for which required premium was due to *us* and not received by *us*;
- The date [*we* are notified that] *you* fail to meet the eligibility requirements of the *policy*;
- [The date [*we* are notified that] *you* entered full-time military, naval or air service<sup>^^^</sup>];
- The date [*we* are notified] of a *retired employee's* request for termination of insurance of a *dependent*;
- The date [*we* are notified that] *you* no longer qualify as a *dependent*;
- For any benefit, the date the benefit is deleted from the *policy*; or
- The date *we* determine that fraud or an intentional misrepresentation of a material fact has been committed by *you*.

3005400 03/07

*You, the retired employee or the employer are responsible to notify us of any change in eligibility, including the lack of eligibility, of any covered person.*

3005420 03/07

### [Termination for cause

*We* will terminate *your* coverage for cause under the following circumstances:

- If *you* allow an unauthorized person to use *your* identification card or if *you* use the identification card of another *covered person*. Under these circumstances, the person who receives the services provided by use of the identification card will be responsible for paying *us* the *maximum allowable fee* for those services.
- If *you* or the *policyholder* perpetrate fraud and/or intentional misrepresentation on claims, identification cards or other identification in order to obtain services or a higher level of benefits.

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## **MEDICARE COMPANION PLAN AMENDMENT (continued)**

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This includes, but is not limited to, the fabrication and/or alteration of a claim, identification card or other identification.]

3005440

**Humana Insurance Company]**

[[Signature of Officer]  
[Typed Name of Officer]  
[Title of Officer]]

3005460

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## VARIABLE OPTIONS

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Policy Series: CC2003-P et al. for the State of Arkansas

May 2009

In compliance with Bulletin 9-85, the difference in coinsurance rates between in-network covered services and out-of-network covered services for this product shall not exceed 25 percentage points.

### SCHEDULE OF BENEFITS - SCHEDULE 1

[Network provider] Individual [lifetime] maximum benefit [per covered person]:	\$0 - unlimited
[Non-network provider individual [lifetime] maximum benefit [per covered person]:^^^	\$0 - unlimited

[Network provider] benefit allowance per covered person:	\$0 - \$ 10,000
[Network provider] benefit allowance per family:	\$200 - \$15,000

Individual deductible per covered person per year:	\$0 - \$10,000
Family deductible per year:	\$0 - \$40,000
Individual network provider deductible per covered person per year:	\$0 - \$10,000
Family network provider deductible per year:	\$0 - \$40,000
Level 1 individual network provider deductible per covered person per year:	\$0 - \$10,000
Level 1 family network provider deductible per year:	\$0 - \$40,000
Level 1 individual non-network provider deductible per covered person per year:	\$0 - \$30,000
Level 1 family non-network provider deductible per year:	\$0 - \$90,000
Level 2 individual network provider deductible per covered person per year:	\$0 - \$10,000

## VARIABLE OPTIONS (continued)

<b>Level 2 family network provider deductible per year:</b>	\$0 - \$40,000
<b>Level 2 individual non-network provider deductible per covered person per year:</b>	\$0 - <b>\$30,000</b>
<b>Level 2 family non-network provider deductible per year:</b>	\$0 - <b>\$90,000</b>
<b>Individual non-network provider deductible per covered person per year:</b>	\$0 - <b>\$30,000</b>
<b>Family non-network provider deductible per year:</b>	\$0 - <b>\$90,000</b>
<b>Combined individual network provider and non-network provider deductible:</b>	\$0 - \$40,000
<b>Combined family network provider and non-network provider deductible:</b>	\$0 - <b>\$130,000</b>
<b>Number of individual deductibles per year:</b>	1, 2, 3 or 4

<b>Individual out-of-pocket limit:</b>	\$0 - Unlimited
<b>Family out-of-pocket limit:</b>	\$0 - Unlimited
<b>Individual network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Family network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 1 individual network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 1 family network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 1 individual non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 1 family non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 2 individual network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 2 family network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 2 individual non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Level 2 family non-network provider out-of-pocket limit:</b>	\$0 - Unlimited

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**VARIABLE OPTIONS (continued)**

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<b>Individual non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Family non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Combined individual network provider and non-network provider out-of-pocket limit:</b>	\$0 - Unlimited
<b>Combined family network provider and non-network provider out-of-pocket limit:</b>	\$0 - Unlimited

SERFF Tracking Number:	HUMA-126198723	State:	Arkansas
Filing Company:	Humana Insurance Company	State Tracking Number:	43200
Company Tracking Number:	AR-09-002		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001C Any Size Group - Other
Product Name:	CC2003		
Project Name/Number:	2009 Trend changes and additional buy down options/CC532 CC566 CC549		

## Supporting Document Schedules

		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	08/18/2009
<b>Comments:</b>	See attached		
<b>Attachments:</b>	AR-09-002 Certification of Compliance-Rule & Regulation 19.pdf AR-09-002 Certificate of Compliance-Bulletin 9-85.pdf		
		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Application	Approved-Closed	08/18/2009
<b>Bypass Reason:</b>	Not submitting new policy		
<b>Comments:</b>			
		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Filing Variability	Approved-Closed	08/18/2009
<b>Comments:</b>	See attached		
<b>Attachment:</b>	AR Matrix Filing Variability Statement.pdf		

TO: State of Arkansas  
Office of the Commissioner of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

FORM: See Form Schedule tab for a list of forms.

**CERTIFICATION OF COMPLIANCE**  
Arkansas Rule and Regulation 19

I, J. Gregory Catron, an officer of Humana Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

- (a) The accompanying form as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and
- (b) The form does meet the Flesch reading ease test for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score;

  
\_\_\_\_\_  
J. Gregory Catron  
Vice President and Assistant General Counsel  
Humana Insurance Company

August 10, 2009  
\_\_\_\_\_  
Date

Individual responsible for this filing:

Wendy Jeffries  
Contract Analyst  
Product Compliance

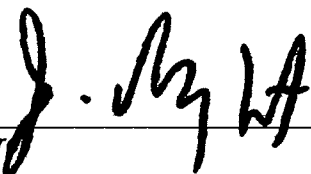


TO: Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: GROUP HEALTH INSURANCE FORMS FILING  
HUMANA INSURANCE COMPANY  
POLICY SERIES: CC2003  
NAIC#: 73288  
FEIN#: 39-1263473  
INTERNAL FILING NUMBER: AR-09-002

### CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify to the best of my knowledge and belief that they are in compliance with Bulletin 9-85 of the state of Arkansas.

  
(Signature) \_\_\_\_\_

J. Gregory Catron  
Vice President and Assistant General Counsel  
Humana Insurance Company

08/10/2009  
(Date) \_\_\_\_\_

Individual responsible for this filing:

Name: Wendy Jeffries Title: Contract Analyst  
Address: Humana Inc. 500 West Main Street, Louisville, KY 40201  
Phone Number: 1-800-664-4140 Ext. 1783 Date: 08/10/2009

### **Statement of Variability**

- All numbers (excluding matrix element numbers) are variable. Numbers within a provision determined by the laws of the governing jurisdiction will be varied only within the confines of the law.
- Matrix elements may vary to the extent that such paragraphs may be included, omitted or transferred to another position to suit the needs of a particular policyholder subject to: (a) any statutory or regulatory requirements; and (b) the condition that the language and benefit be within the intent and framework of the particular provisions.
- Items which customarily vary according to the policyholder's specific plan of insurance.
- The Variable Options form includes benefit levels stated as "Level 1" and "Level 2". These terms may be replaced with terms that describe the provider and/or network arrangements appropriate to each plan.

We also reserve the right to amend the attached to fix any minor typographical errors we may have neglected to find prior to submitting for approval and amend the language to clarify the intent within the confines of the law.